NATURA 2000 HANDBOOK

LANDOWNER DIALOGUE & COOPERATION
Natura 2000 Handbook – Landowner dialogue and cooperation
published by

Vejle Municipality and SEGES P/S

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Natura 2000 Handbook
Landowner dialogue & cooperation
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1. Foreword

"The landowner in the centre" is the basic idea of the SMART Natura project. The purpose of the project is to promote cooperative relations and landowner involvement in connection with the Natura 2000 efforts, which will go over to phase II in 2016 with another generation of Natura 2000 plans.

The Natura 2000 plans cover 252 designated natural areas and include some of the best and biggest natural sites in Denmark. The areas were designated based on guidelines in the EU Birds and Habitats Directives, which help ensure biological diversity in individual countries, the EU and the world. The objective for the areas is sustained management efforts to ensure or develop favourable conservation status.

Just over 8% of Danish land area has been designated, which means that Denmark has proportionally designated the second smallest area in the EU. The low percentage of designated land is partially due to Denmark being a densely occupied country with not many natural areas left and in many cases the natural areas are impacted by cities, roads or farms, which leads to fragmentation, drainage and pollution. This does not change the task of protecting and improving the environment in the areas, but it does create a special challenge for implementation – a challenge which places demands on authorities, landowners and advisers.

From the beginning, volunteerism has been the political focal point for the Natura 2000 efforts, which sets high standards: Standards for the state to provide attractive means to get landowners to participate in the work. Standards for the municipalities, who have to realise the objectives and programmes of the action plans in dialogue with a wide group of stakeholders. Standards for the advisers, who act as a link between the parties and as professional coaching for the landowners, who have to make a number of choices which can ultimately have a major impact on their farms and on the environment to be promoted and protected.

With "the landowner in the centre," the efforts in the Natura 2000 areas will be able to ensure the necessary measures to achieve the established objectives for favourable conservation status for species and habitats. Focusing on each natural area and landowner helps ensure that the efforts go in a direction which will yield the best results and which a more general effort would not be able to achieve.

The landowner – or in many cases the landowners – in the centre will be the approach to the Natura 2000 efforts which will ultimately determine whether a project moves forward or is abandoned due to a lack of consensus, desire or will.

Many Natura 2000 areas are divided between a number of owners who often have very different wishes and purposes for their areas. There will also be landowners who are already in the process of implementing the nature plans and also some for whom the nature efforts are something entirely new. Therefore it is entirely key that - as proposed in SMART Natura – time and room be allowed for all interests to be heard: financial, environmental and the more personal, which can often ultimately be what stands in the way of the best efforts.
Crucial to successful Natura 2000 efforts is that individual projects not be approached based on a single model, but that there is a focus on the diversity in the 252 Natura 2000 plans. In the second generation of the Natura 2000 plans, this will be taken a step further and process begun which not only preserves existing natural values, but also strives to improve and develop them.

In this light, the ideas and inspiration from SMART Natura are even more crucial to authorities, advisers and landowners. The Natura 2000 efforts have to reach far into the future. Only with positive interaction from everyone involved will the best solution be found which paves the way for efforts which respect both nature and the landowners who responsible for managing these collective values. The project also puts current and future strategies and cooperative relations in perspective.

Because the Danish implementation of Natura 2000 largely takes place via the EU's rural development programme, this programme's tools are crucial when the project's ideas need to be tested. The Danish rural development programme is expected to target the Natura 2000 efforts more in the coming years. At the same time, it must be able to be used flexibly in relation to different landowners and areas. The development will be interesting to follow. The project will be able to contribute concretely to this.

Cooperative relations is a core perspective. Private landowners and the Danish public are and will remain the core stakeholders in the Natura 2000 efforts. At the same time a great number of other players are also on the field. These can be landowner associations, village communities, private foundations, etc. This creates the opportunity for brand new alliances. The project has not yet had to deal with the challenges and opportunities this creates. But the project's many ideas can also be useful in these partnerships – for the benefit and happiness of the landowners, citizens and the Danish environment.

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2. Introduction

2.1 PROJECT OBJECTIVES

Background for the project
The first generation of Natura 2000 action plans will be implemented in Denmark before the end of 2015 and the second generation before 2021. The Danish municipalities have a big job in being responsible for realising these action plans. Therefore landowners in the Natura 2000 areas have the option of entering voluntary agreements with municipalities in the coming year through dialogue and cooperation. With the water plans and the work with the Water Framework Directive, there is a historically high number of landowners to involve and motivate if all the objectives are to be met on time.

The basis for all dialogue with landowners is that it is voluntary. The frameworks for the work do not include actual opportunities to force the landowner to enter agreements and there are no funds for the municipalities to spend time on dialogue with the concerned parties. The question is how to solve the problem appropriately and cost-effectively so that the conservation and environmental objectives are achieved and the landowner is met in a respectful and trusting atmosphere?

Restoration work and landowner dialogue are not new disciplines in Denmark. Many natural areas have already been restored and there has been a lot of success. Much of the work previously occurred in individual counties and municipalities without much coordination or evaluation of experiences and...
methods. Much is lost when an experienced employee changes jobs or retires and the newly hired project staff is often forced to form their own experiences.

And collecting experiences has only occurred to a minor degree between counties and municipalities, as there has been little focus on a particularly important trinity of concepts in a successful nature project - namely the cooperation between landowners, agricultural advisers and municipalities. The agricultural adviser acts as the landowner's "lawyer," often with the key to a good compromise in a nature project. Nevertheless, experience shows that the agricultural adviser is seldom actively involved by the municipality, and only in exceptional cases is there coordination between parties on frameworks, total solutions and compensation opportunities for individual landowners.

SMART Natura
In an attempt to develop a toolkit which promotes the realisation of nature projects based on voluntary and cost-effective methods - particularly in the implementation of the Natura 2000 action plans in Denmark - SEGES and Vejle Municipality have applied for and received support from the EU life programme Information & Communication. This publication, "Natura 2000 Handbook - Landowner dialogue & Cooperation," constitutes a key part of the output for the SMART Natura project, which is a 3-year project, ending 2015.

Purpose of the handbook
The purpose of the handbook can essentially be divided into three objectives:

1. Firstly, the goal of the handbook is to form a basis for developing new cooperative relations between landowners, advisers and municipalities. Increased cooperation promotes the implementation of Natura 2000 action plans and helps ensure favourable conservation status of habitats and species in Denmark's Natura 2000 areas.

2. Secondly, it is a key objective for the handbook promote processes which focus on landowner involvement, participation, ownership and pride, contributing to creating solid frameworks for future operation of the area.

3. Thirdly, the handbook contains a collection of experiences with nature conservation management. The hope is that everyone who works with the Natura 2000 action plans will be inspired and motivated to create constructive and cost-effective processes with landowners and other concerned stakeholders.

The handbook only deals with important considerations for the Project Manager in the efforts to establish appropriate management of the concerned area and thus connect future operation as an integral part of the process of a nature project.

The handbook is not intended to be the ultimate guide to nature projects. Project management is largely a matter of personality and, in particular, the frameworks behind the project culture in an institution. If you as a Project Manager are working with a Rolls Royce or Fiat Panda model, the handbook tries to give advice on the useful parts of the frameworks available in the municipality or agricultural advisory service.

The handbook is for anyone who works with implementing the Natura 2000 action plans. This applies to municipalities, agricultural advisers, consultants, landowners and other authorities involved in the Natura 2000 action plans. Both experienced employees and novices in the field will find the handbook useful.
Structure of the handbook
The handbook collects experiences and methods from throughout Denmark. The main emphasis is on experiences from Vejle Municipality. The content is structured around two main sections: The first half deals with a number of relevant topics in an order corresponding to the nature project's different phases. Various models for cooperative relations between landowners, advisers and municipalities are also presented.

The second half of the handbook is based on two specific Natura 2000 areas in Vejle Municipality where the theories were tested in practice.

The appendices present a number of specific tools, practical templates and overviews, e.g. how a grazing agreement might look as opposed to a leasehold agreement. The reader will thus be able to use the handbook as a reference where specific topics and chapters can be consulted as needed.

2.2 INTRODUCTION TO THE NATURA 2000 PROJECT AND ITS PROBLEMS
In 2012 the municipalities made action plans for the 242 Natura 2000 areas located in Denmark. The action plans were prepared for Denmark to be able to comply with the Natura 2000 plans prepared by the state for each area and thus with the requirements in the EU.

The state's Natura 2000 plans
At the European level, the objective for each Natura 2000 area is to ensure a favourable conservation status for the habitats and species designated for each of the NATURA 2000 areas. At the same time, there is a requirement for most Natura 2000 areas to expand the area with specific types of habitats in each area. The municipalities are obligated to implement a number of measures (cf. the adopted action plans for the Natura 2000 area) on municipal and privately-owned land. The first action plans run until 2015 and the second round runs from 2016 to 2021.

In a number of the 242 Natura 2000 areas, there are various open habitats where a favourable conservation status must be ensured. There are habitats such as meadows and other open bogs, grasslands and marshes. Many of these habitats have traditionally been extensively farmed, with grazing and haymaking as the primary modes of operation. These operating modes will be restored or preserved in the areas to ensure favourable conservation status.

The state Natura 2000 plans and the associated municipal action plans must - as a starting point - be implemented via voluntary agreements with landowners. And here lies a major challenge for the municipalities. You can apply for various EU subsidy schemes, e.g. for clearing and fencing of open natural areas. Then, you can apply for funding subsidies for grazing and haymaking. These schemes are administered by the Danish AgriFish Agency. Individual landowners are encouraged to apply for funding subsidies on their land. There are no plans or allocated funds for the municipalities to enter into dialogue with the affected landowners.

The municipalities are thus not obligated to contact the landowners and motivate them to apply for support schemes and initiate maintenance of the Natura 2000 areas. However the municipalities can enter a dialogue with landowners in order to plan and implement specific efforts. However this entirely depends on initiatives from each municipality and their ability to prioritise municipal resources for this task. Some landowners - for one reason or another - have regular contact either with agricultural advisers or the Danish Forest Owners Associations and thus the advisers will often be the ones who can introduce
the landowners to the opportunities for nature conservation subsidies. But this requires that the advisers do this and can see a purpose - and a benefit - for the landowners with these schemes, as the advisers are on the "landowner's side" and are not obligated to ensure a good conservation status.

Field walk and landowner dialogue Natura 2000 Egtved River Valley, Photo: Frank Bondgaard, SEGES.

The landowners' approach to voluntary agreements
It can often be a significant and time-consuming task to motivate landowners to apply for funding subsidies for clearing and fencing overgrown natural areas and subsequent management with grazing and/or haymaking. There may be a number of factors which make the landowner not interested. This can be tricky and the financial incentive may not be enough. The EU rules are cumbersome and often require that you use advisers so as not to make mistakes which can have financial consequences later. The landowner may have their own animals for grazing or may be directly next to grazing, e.g. because of hunting interests in the area.

Therefore there may be many reasons why a landowner does not get started with management. And the objective of managing the land may not be so clear and relevant. If a landowner is to enter a management agreement, he or she must be able to see a purpose to this. It will often make a financial difference and most people will only enter agreements if they do not have to put a lot into it and it does not cause them too much extra hassle. But the landowner does not only have to see benefits on a financial level. There is also joy and pride in the open landscape and the natural values his or her land holds. It usually also makes a difference if the land management supports other interests associated with the land, e.g. hunting and fishing.
Experiences from Vejle Municipality
The goal of the Natura 2000 Handbook is to describe how to ensure appropriate and cost-effective action plans via dialogue and cooperation where respect for the individual landowner is in place. At the same time it is also important that the agreed nature conservation is agriculturally sustainable so that the nature conservation complies with the requirements the individual landowner is subject to in relation to legislation on agricultural and forest areas and the rules of the funding subsidies he or she is applying for.

It is important that both landowners and agricultural advisers be aware of the municipality's, and ultimately the EU's, objectives for the natural area. In the project, we start with two specific Natura 2000 areas in Vejle Municipality: no. 90 Upper Grejs River Valley and no. 238 Egtved River Valley. Both areas have significantly open areas where management must be ensured. Vejle Municipality, SEGES, local agricultural advisers and advisers from the Danish Forest Owners Associations in cooperation have tried different forms of dialogue with the landowners to ensure nature conservation on the land and worked to make the management appropriate and cost-effective by getting local landowners and graziers to cooperate.

Western marsh orchid, photo: Mads Fjeldsø Christensen, Vejle Municipality.

2.3 THE BASIC PREMISE OF THE NATURE PROJECT

The nature project's cooperative relations and assumptions
There are a number of frameworks and conditions which must be in place before a nature project can be practically implemented on a private landowner's land and be successful for all parties involved. "The nature project's basic premise" (Figure 1) is a simplified illustration of the interactions and mechanisms
needed for a successful cooperation and negotiation climate to become a reality. The model thus also illustrates - in schematic form – one of the purposes of SMART Natura: namely to get the model to work in practice.

Figure 1. The nature project's basic premise. A number of assumptions must be in place before a nature project is successful and can work in practice. The arrows in figure 1 only point the right way to the nature project when all prerequisites are fully in place.

Figure 1 shows that the success of the nature project depends entirely on three key stakeholders: the municipality, agricultural and forestry advisers and landowners. The landowner is at the top of the pyramid - as the owner of the land - and is the key to the nature project. Without acceptance from landowners, there will be no project! In all negotiating contexts, there must be an incentive for the landowner to go forward with a nature project.

Finances weigh heavily in a dialogue with the landowners on nature projects, but for many landowners the financial compensation is not necessarily the only incentive. To get acceptance to make often major changes to a property, it is extremely important that the landowners have a sense of ownership of the initiatives the municipality wants to implement. Landowners must feel involved in the process and have the opportunity to shape the project with regards to his or her general plans for the farm. In light of the adjustments the landowner wants to add to the project, the Project Manager must be able to make compromises along the way. There must be responsiveness and confidence between the parties for the nature project to be implemented.

In order for the municipality - as the authority responsible for the implementation of the Natura 2000 action plans - to work towards the objectives, some frameworks must be in place. First off, the project must obviously lead to an increase in natural content. The natural content must be in accordance with the
objectives set out in the Natura 2000 action plans. Secondly, the project cannot be implemented if there are no designated funds for time spent by project workers and if there is no level of project culture in the municipal department. Thirdly, the employee must have the right skills, including the ability to manage conflict and treat the other party's interests with respect, and to embrace a nuanced outlook on nature which also allows for understanding, e.g. for hunting interests, nostalgia or farming history.

Agricultural advisers also play an important role. As a landowner's "lawyer," it is crucial that the adviser have basic trust in the municipality's motivations and negotiating ethics, and the municipality must be able to rely on the adviser offering comprehensive advice. The municipalities must also have a wide knowledge of the rules focused not only on the risk the landowner incurs by entering nature conservation agreements with regards to environmental approvals, etc., but also the opportunities contained in the subsidy schemes.

One last important condition which must be in place is an agreement on who pays for the necessary agricultural advisers. Whether the landowner pays out of pocket or the municipality finds funds to pay for advisers for landowners as part of the negotiating process, it is important that there be funds in the system to pay for the services of the agricultural advisers. If the abovementioned terms and conditions are in place, the arrows in the model will point the right way and most of the barriers will break down.
2.4 THE PHASES OF THE NATURE PROJECT

A Natura 2000 project typically consists of a series of more or less defined phases. Each of these phases contains certain tasks which can help ensure a successful project. The individual phases are briefly described below, along with the overall flow of a Natura 2000 project. Other types of nature projects essentially go through the same phases. The phases are referenced throughout the handbook and each phase is explained under the relevant section:

1) The planning phase:
   - Natura 2000 action plans or other plans for the area – what are the conservation objectives to be achieved?
   - Designation of a possible project area - where can/should we start something which ensures the objectives of the Natura 2000 action plan?
   - Project content – what will the project contain - clearing, fencing, grazing or cutting? Which landowners could naturally be included in the project?
   - Clarification of existing opportunities for funding subsidies for clearing, fencing and/or hydrology. The areas must be designated on arealinfo.dk
   - Choice of cooperation model*

2) The motivation phase:
   - Designation of Project Manager **.
   - Landowner dialogue is the basis of this phase – motivation work is done and expectations are reconciled.
   - Landowners and graziers are asked questions and involved in ideas and solutions. Municipal employees are motivated by landowners.
   - The landowners should consider how they might want to cooperate with regards to future management.
   - In this phase, work is typically done through joint meetings and/or negotiations with individual landowners.
   - Make a clear role distribution in the project with landowner representatives, advisers or ambassadors.
   - Agreements are made on the landowners’ contribution to the construction phase. Landowners often make their own preparations for the construction phase, e.g. by removing an old fence.

3) The application phase:
   - The project is coordinated and subsidy applications are submitted, e.g. for fencing, clearing or hydrology projects.
   - Agreements are made with landowners and graziers on grazing or cutting in the areas. Who does what for whom?
   - Project applications are reconciled with the concerned landowners.
   - At this point, all landowners should have a clear picture of their responsibilities and their budget/shared budget in the nature project.
   - Problems related to any remaining funding are clarified. Must private funding be applied for or will the landowners and municipality pay?
4) **The construction phase:**
   - A schedule is made for implementation and ongoing orientation of landowners.
   - Management of contractors - agreements must now be established. Clearing and fencing and possibly other preparations for grazing must be done.
   - The Project Manager ensures proper handling of modification requests and accounting for the project.
   - An inauguration or celebration of the project once it is established can help create unity and ownership for future operations.

5) **The operation phase:**
   - Preparation of contracts between landowners and/or municipalities. Agreements concerning future operation (Grazing agreements, leasehold agreements, articles of association for grazing associations).
   - Individual or joint nature conservation applications.
   - Agreements are made on how the areas will be maintained and who will do this.

6) **Long-term operation phase:**
   - Graziers and landowners must be monitored and continually motivated if the operation is to continue for many years in the future.
   - Long-term management is ensured, e.g. by building networks amongst the landowners.

7) **The development phase:**
   - The area matures to a potential next level through a project. The experiences gained and trust created can be used as a springboard for new projects. For example, this could be a new project near the same stretch of river or within the same Natura 2000 area.

*The 6 cooperation models*
As will be shown in the handbook, a nature project is best when rooted in the frameworks of a number of different cooperation models. Not all of these cooperation models include all phases in a nature project. It is therefore possible to combine partial elements from the different models. We have identified 6 different models in the project. The 6 cooperation models are described in chapter 11:

A) Municipal paid advice  
B) Green alliances  
C) Landowner-driven project  
D) Nature conservation cooperation  
E) Nature conservation associations  
F) Purchase a complete package

**Who is the Project Manager?**
Regardless of the cooperation model used with a specific project, experience shows that it is crucial that a Project Manager be defined and associated with the project through all its phases. Whether an agricultural adviser, a municipal employee or a landowner has the role of Project Manager, their primary task to make sure the project gets through all the mentioned phases. This must be done in an inclusive and trustworthy manner with regards to the landowners and other stakeholders involved in the project. Chapter 11 explains the different scenarios and cooperation models under which a project can unfold.
3. **Good project culture in municipalities and advisory companies**

This chapter discusses the basis for a municipality's or agricultural advisory service’s approach to project work and thus comes before the planning phase.

Project work has become an integral part of solving problems in environmental administration in Denmark and the rest of the EU. Whether it is wetlands, national parks or managing Natura 2000 areas, subsidy schemes are based on a project-oriented approach. However, the frameworks for project work vary widely from municipality to municipality. The same applies to agricultural advisory services, each of which have their own way of organising project work. The amount of resources allocated to local project work also varies a lot.

Most authorities recognise the importance of project-oriented work, but hardly everyone is aware of the culture which forms the catalyst for the right processes. Whether it is a large municipality with many specialised employees or a small municipality where each employee has to tackle a variety of duties, good project culture can make the difference in whether project work is successful and creates synergy or whether the hours spent are wasted and full of frustration. The question is: what do you need to create a good project culture?

### 3.1 A TEAM JOB WHICH MUST BE PRIORITISED

In general, project work in a nature project is a team job. A nature project consists of a number of phases requiring many different skills. Initially you might need to generate fundraising and political acceptance in the local community. Before construction can begin, procurement documentation and dialogue with landowners must be in place. Design and coordination with external advisers may be necessary. During construction, supervision of contractors and dialogue with advisers may be required. After construction, the future operation and management must be coordinated. Finances must be settled and distributed professionally.

Many different skills are very rarely found in the same employee. Whether the project team consists of full-time or full-time equivalent employees, it is important to look at the skills available. The head of a department where project work plays a key role must be aware of how varied working with projects can be - both on a professional and personal level. An employee might have unique skills when it comes to dialogue with landowners, but might not be as strong in making water level calculations, etc. Some are good at initiating projects, others at completing them. This is about supporting the skills needed for the entire project team. Experience also shows that project work is often underestimated time-wise. Project work is frequently deprioritised. Many times we see an administrative employee assigned to Project Manager as an extra task. They might be employed as a caseworker 80% of the time and suddenly have to handle large EU applications or similarly large projects in the remaining work year. A nature project requires time! This is particularly true of nature projects with a mandatory base objective, but no legal basis to implement the project against people's will. Obviously projects based solely on voluntary agreements and mutual trust require extra dialogue. Equally obvious is that unforeseen circumstances, including extra dialogue, require extra time.
3.2 CONTINUITY IN THE PROJECT WORK

Another key aspect which characterises good project culture is continuity. Experience generally shows that a properly executed project is often the starting point for the next one. This is about keeping the pot boiling or "jumping from ice floe to ice floe" while the opportunity is there. Many new projects arise in dialogue with the landowner, meetings with the neighbouring community or negotiations with the state. When a project has taken hold in the local area and the dialogue has gotten going, a "window" is open for a short time. It is often a good idea to be aware of the opportunities when this window is open and the consequences when the window closes again.

Continuity is also extremely important in interacting with landowners. When plans for a given area have been laid out and expectations for progress have been formed, it is essential that the work not be impeded or deprioritised. If the process comes to a halt because the employee - for one reason or another - is busy with other things, the landowners will quickly lose patience and trust in the authorities. One of the major barriers in a nature project is capsized projects and projects which did not live up to expectations. This will be remembered next time you knock on the door. Perhaps the most important condition for project work is that a well completed project prepare the way for the next. Continuity in the workforce is thus extremely important. Experience shows that the motto "die with your project" makes perfect sense and improves results in the long run.

Rose chafer larvae metamorphosing in a grazed meadow, photo: Mads Fjeldsø Christensen, Vejle Municipality.
3.3 FUNDING PROJECT WORK

Few projects can be 100% funded with external funds. Self-funding constitutes a significant part of good project culture and there must obviously be a budget behind every project team. Very few foundations operate with self-funding calculated as hours put into the project from the applicant's side. If you as an authority or agricultural advisory service choose to do project-oriented work with all the benefits that come with it, then there must be - as a starting point - a budget to drive the project forward. If you are working with a Rolls Royce or Fiat Panda model, this is less crucial to success.

But available funds can also be an important parameter for getting the last bits of dialogue with a landowner to stick together. Many agreements are often stranded due to minor disagreements between landowners and Project Managers which could be accommodated relatively "cheaply." In order to get landowners to finally enter an agreement, it may be required, e.g. that an old stretch of fence be replaced. It may be necessary to create a passage somewhere on the land so the animals can get over a wet area or some brush may need to be removed. Hours may need to be invested in an extra feasibility study, unforeseen meeting activities or other initial clarifications.

Alternative nature conservation in a wet meadow - "Bio-beast" takes over where the cows give up, photo: Mads Fjeldsø Christensen, Vejle Municipality.

These types of minor adjustments should not be the starting point of any negotiation, but should rather be the exception that proves the rule. However if you as a Project Manager do not have any leeway in handling disagreements, many projects will be sunk by minor issues. It could perhaps be argued that private advisers do not survive in the industry unless they are constantly generating a profit. However
there is a big difference in project-oriented work in a municipality compared with Cowi, Rambøll or Grontmij. In the municipal world there are political considerations which must be passed up to a higher authority and dialogue with landowners is critical for future cooperation, because there a platform will have to be established for cooperation on future projects. Synergy and cohesion must be part of the total efforts and a number of environmental objectives must be met.

3.4 THE PROJECT MANAGER’S POWERS

A Project Manager must be able to make decisions in order to be effective and trustworthy. Therefore it is imperative that the employee have a mandate in hand when working on the land. There could be decisions to make with regards to the landowner dialogue or contractors. The frameworks for the Project Manager's powers should always be established from the start.

Project execution in the public sector is also subject to a political decision-making process where elected politicians in various committees must approve the management frameworks, project budget and environmental objectives. It often happens that politicians become directly involved in individual nature projects, because citizens and landowners believe that disagreements can be solved with a local politician as a mediator. However a Project Manager can find it very difficult to act effectively if their authority and credibility are constantly questioned. As part of good project culture, it can be a good idea to establish the overall framework and necessary powers from the political and administrative side right from the beginning of the project.

3.5 ROOM FOR INTERDISCIPLINARY WORK

There is generally a lot of competition for the relatively few resources earmarked for environmental work and an application must be thoroughly completed to be considered. A half-hearted attempt can easily end up in rejection and wasted effort – a scenario where neither the employee, manager or the frameworks for the future project culture can make use of anything. A thorough application which considers the larger context obviously has a greater chance of getting through the eye of the needle.

Depending on the size of a project, competent application materials are usually presented in a holistic context. As a rule, it is when there is coordination between multiple administrations and departments that a project becomes unique. To create synergy and cohesion with regards to, e.g. climate adaptation, local development, settlement, health, biodiversity, etc., it requires that the project worker be able to work across the traditional boundaries which characterise both the authorities and the advisory services in modern Denmark.

Most workplaces pride themselves on being matrix-oriented, but few really are when it comes down to it. The problem is that matrix culture requires time. Therefore as part of good project culture, it is important to discuss the frameworks for interdisciplinary work and how and where the Project Manager needs to draw on colleagues and partners in the organisation.

3.6 GOOD DIALOGUE WITH HOUSE LAWYERS

A nature project, whether it is a new wetlands, a national park or management initiatives in a Natura 2000 area, often has major consequences for the individual landowners. A lot of money can be at stake. On the other hand, the municipality can also quickly find itself in a bind if agreements are not being respected or agricultural advisers offer insufficient or incorrect advice.
Therefore it is essential that the legal side of the process be consistent with what is at stake. However it should be emphasised how important it is not to stifle a project in too much "unnecessary" law, even if the department's lawyer - with their background - might be about to jump out of their skin. Many nature projects have a series of steps on the road towards a final legally binding agreement or land registration. There might be an agreement document which holds the landowner to what is agreed and forms the necessary basis for all subsequent agreements with neighbouring landowners, since these will depend on what landowner 1 has decided.

Some landowners may not want to enter written agreements for fear of being buried in cross-compliance, but this risk has been removed in 2015 with regards to the plant cover requirement. If there must be a path through an area, then perhaps a simple document is formed together with landowners around frameworks for management and the agreement's duration.

Common to such documents is that they seldom hold up to legal scrutiny, let alone in an actual legal case, unless enormous resources are spent on getting laws voted in. Nevertheless, such commonly formulated agreements can be incredibly valuable as a tool and a means to reach the final agreement and it may make sense to relax a little on the formalities in order to get things done - with the risk such a strategy entails. However it is clear that the final agreements must of course contain all necessary formalities in terms of commitments and any land registration.
3.7 ADVANTAGES AND BENEFITS OF GOOD PROJECT CULTURE

If you have established a good project culture and involved skilled employees, experience shows that municipalities and agricultural advisory services can derive a wide range of organisational and political benefits. Good project culture is not an investment which yields results right away. Project approach is a long-term investment with great potential – investments which have a cumulative effect if the frameworks are initially aligned correctly.

Fundraising for even more nature conservation

Project culture provides a unique platform for fundraising. Fundraising only occurs as soon as there are resources allocated to one or more employees to begin writing a concrete application – or not! With the right project culture it is normal for contributed self-funding to not only be doubled, but tripled. If you count the derived socio-economic benefits of making beautiful nature projects which are attractive to new citizens and companies, and good for housing prices and health, then the figure is undoubtedly much higher. Fundraising is fundamental to creating more growth and more development, which rubs off on the surrounding community.

Skills become in-house

In addition to bringing funding to the environmental improvements in the municipality, good project culture means that all skills and knowledge obtained through a project can be passed on to the next one. Rather than channelling knowledge out of house, the professional insight - and the personal relations built up with landowners through the project - remains "in house." This knowledge helps keep the pot boiling and makes the next project even more effective than the first one.

Satisfied employees and landowners

Nature projects based on respectful dialogue, rather than rules and clauses, will certainly bring more satisfied customers into the store. Investment in project culture is synonymous with investment in good contact with citizens and clients. Such an approach will ultimately contribute to solving multiple projects derived from each other and a more flexible case procedure across the open landscape.

Finally many employees feel a great professional pride in helping transform a bad natural environment into a good natural environment in a process where results are clear and where the outlook on nature changes on both sides of the drawing board. Satisfied employees help create more synergy and progress.

3.8 THE PROJECT CULTURE’S POLITICAL SIGNAL VALUE AND BRANDING

As with the municipalities, the agricultural advisory centres are political organisations with a hierarchical structure and decision-making process. Agricultural advisers also have to generate income, which makes it so that individual employees often have little influence on their own work. Projects which require a high level of investment or projects which are normally outside the traditional income portfolio are often rejected.

There may be much to be gained - including for the agricultural advisory service - by being open to new types of projects such as nature conservation or water environment. Amongst other things, there can be strong political signal value in participating in nature projects with the purpose of finding solutions to problems in the industry. Depending on the national political climate, there is a strong signal value in appearing solution-oriented and open-minded, whether this is about new tools, climate adaptation or cleaner technology.
An organisation solely based on safe operation and status quo is seldom very adaptable! Elected local politicians who represent agriculture or other public authorities should always be interested in creating development and growth. This can help set nature projects in motion. Similarly nature projects have the unique ability to brand an organisation. Projects are visible to the outside world and help attract attention from the press, politicians and donors.

**Good project culture requires political will and long-term investments. If the frameworks are properly organised for good project culture, such investments will pay off many times over in the form of fundraising potential, good nature projects and satisfied citizens and employees.**
4. Landowner diversity

Knowing about the landowners in the nature project is very important and it is thus necessary to be familiar with the diversity of the landowners, particularly in the motivation phase.

The dialogue between the authorities and landowners is easily the most vulnerable phase of the nature project. A project often lives or dies based on whether a Project Manager manages to create a constructive dialogue and establish trust. Much of this handbook illustrates the importance of these aspects from different angles. A nature project seldom becomes a reality without trust and good dialogue!

When talking to the landowners, there are often a lot of underlying assumptions which can ultimately determine whether the project is implemented. This might be the landowner's general attitude towards the authorities or advisers, or his or her role in the local community, or the landowner's attitude towards nature or financial incentives. What is common to these issues is that they can be difficult to talk about if you as a Project Manager do not know anything about the landowner's overall situation and points of focus on a general level. It is important for Project Managers to find out how the shoe really fits if landowners do not seem interested in the project. A skilled Project Manager has a developed sensitivity and understanding of what is at stake for the individual and thus the risks they incur by entering agreements on nature projects. The challenge lies in kindling the landowner's motivation, opening dialogue and identifying the landowner's driving incentives.

Therefore this section presents a series of constructed categories of types of landowners. These characteristics are based on SEGES and Vejle Municipality's long experience with dialogue with landowners, but it is important to emphasise that people are different, and it would be a big mistake as a negotiator to attribute certain traits to a landowner in advance just because landowners are divided into different categories here. The categories are only to show the spectrum of values and outlooks on nature you may encounter and to demonstrate points of focus individual landowners may bring to a negotiation. Most landowners will probably fit into several of these constructed categories. Others may fit in none. Some may roughly fit in certain categories. The purpose of the constructed categories is to give new Project Managers and other new employees insight into what they will encounter in dialogue with landowners.

The chapter finishes with characteristics of recreational farmers and full-time farmers based on a barrier study conducted in Egtved and Grejs.

4.1 EXPERIENCE-BASED DESCRIPTIONS OF DIFFERENT TYPES OF LANDOWNERS

Full-time farmers
The "full-time farmer" is typically a landowner who owns a lot of land. They see their farm as a large company and have probably continued to purchase land in order to reach a size which makes farming up-to-date and adaptable. This usually also means that there is a lot of debt to be repaid each month.

Finances
Finances normally constitute a key aspect in a nature project. Full-time farmers will consider whether an agreement will pay off. The incentive will largely be finances, both in the short-term and long-term for multi-year agreements. The financial considerations can also go the other way, as the Danish AgriFish Agency's inspections of the nature conservation can result in funding being revoked and repayment being required, and possibly sanctions as a result, and this can be a very large amount for a full-time farmer.
The full-time farmer is often also worried about whether the nature conservation might impact their opportunities for future expansion on the farm.

Involvement
A farmer who runs a large farm has an extremely busy schedule. While it might not be too much trouble to get involved in a nature project, it is important that he or she feels heard.

Outlook on nature
The full-time farmer typically takes pride in the agrarian and "well-run" landscape. He or she sees less value in uncultivated grassland, brush, wetlands, ponds or endangered species initiatives. But like other farmers, he or she appreciates deer, pheasants or globe flowers along the river on the property. Some full-time farmers see a strategic advantage in showing the community that they participate in projects which benefit the environment. This can be good for their reputation.

History
The site's history is not necessarily a key factor. The property typically consists of several farms which have been merged. Project Managers may thus have a hard time appealing to the "orchids in the meadow from your childhood," "the butterflies or partridges in the bushes," etc. On the other hand, the full-time farmer is rarely locked into the mindset that things should be as they have always been. With sound reasoning and good funding opportunities, it is often possible to convince landowners of the benefits of participating in the project.

View of authorities
The full-time farmer has a pragmatic view of the authorities. If they run a large farm, then they have - for better or worse - accepted bureaucratic frameworks and restrictions. As a Project Manager, you probably should not start by discussing the reason for the legislation or the fairness of having the EU set the frameworks for the subsidy schemes.

Use of advisers
Advisers are used in agriculture as necessary. A large farm requires feeding plans, field and fertilizer plans, applications for EU funding subsidies, etc. Therefore it is not a big step for farmers to consult advisers in connection with a nature project. Project Managers may have an easier time making progress in a negotiation, because confusing legal matters can be quickly clarified. The finances for the advisory services are hardly a key factor, as the landowner consults advisers in other contexts anyway.
The elderly farmer
The elderly farmer has typically leased out either all or part of the land. If not all the land is leased out, he or she typically retains marginal lands for some livestock and hunting.

Finances
The finances are often less important. High establishment costs are in the past. Most farmers find it deeply important that participation in a project with the municipality or other authority will pay off. Sometimes you find elderly farmers who are prepared to forgo possible income solely on matters of principle, which means the Project Manager cannot use the prospect of funding subsidies as an argument when talking about a nature project.

Involvement
The elderly farmer has to be involved in a different way than the full-time farmer. If the land is leased out, it might help to include the tenant farmers in the dialogue, since the landlord will not sign agreements which obligate the tenant farmers. There may also be a need to talk strategy for the property. If it is a property the elderly farmer expects to sell to a full-time farmer, he or she will have to consider whether it is wise to make commitments on the property before an impending sale. On the other hand, if the property could be made attractive as a townhouse property or a profitable retirement home, the project could be interesting to the elderly farmer. Elderly farmers can often be very active in the involvement process if they get a role as an ambassador for the project, because they normally have the time and know a lot about the local community.
Outlook on nature

The elderly farmer takes great pride in the agrarian and "well-run" landscape. However he or she often has clear memories of the development of the landscape and can remember richer natural content from their childhood. Project Managers may find it successful to draw parallels between earlier forms of operation and a more varied environment.

History

The history of the site often plays a major role, particularly in the case of a family farm. It could be important for the Project Manager to show respect for the long years of hard work through the generations in keeping the meadow well-drained. If you are the Project Manager, e.g. of a hydrology project, you should show respect for the history behind it, even if the objective of the hydrology project is of course to demolish old drainage systems and restore natural hydrology.

View of authorities

Elderly farmers may have many different views of the authorities. Over a long life a person may have been both positively and negatively involved with various authorities. This often shapes a person's view of the authorities. It may be important to survey this before starting a project. This can help avoid repeating the same mistakes.
Use of advisers
The elderly farmer probably does not use agricultural advisers to the same degree as the full-time farmer. Therefore Project Managers may have a hard time clarifying the landowner's specific legal issues in participating in a nature project, e.g. consequences for taxation, subsidies for the area, etc., unless advisers are involved in the nature project.

City dwellers who have moved to the country
City dwellers often have a mixed environment and areas for horse or cattle grazing. These are often small to medium-sized properties.

Finances
City dwellers typically have reasonably good finances due to full-time outside income. He or she has chosen to live in the country to have a sanctuary where he or she can cultivate their interests, e.g. keeping horses or hunting, and the property was not acquired for the purpose of making a profit. Therefore the financial arguments for participating in a project will normally not be enough to convince the city dweller.

Involvement
Can be involved if they take hold of the idea and really get involved.

Outlook on nature
City dwellers take great pride in the beautiful landscape with views, lakes and abundant wildlife. The "Golden Age" landscape is their top priority. He or she appreciates real nature and a wide diversity of plants and animals. The corn is beautiful and part of the cultural landscape.

History
Typically the landowner purchased the site to be able to control things themselves and can be stubborn if the nature project is at odds with their plans for the site. City dwellers create their own site from the bottom up and are rarely bound by ancestral heritage.

View of authorities
City dwellers typically have a mixed view of authorities.

Use of advisers
The city dweller's use of advisory services generally includes lawyers, agricultural advisers, forestry workers, consultants and auditors.
The part-time farmer
The part-time farmer rarely has as much land as the full-time farmer. There is often a small country house with individual plots for grazing, livestock and haymaking. The part-time farmer runs the farm in their spare time because he or she also has other work.

Finances
Finances play a role, because earnings from the farm supplement outside income. Therefore the prospect of earnings from a natural area might be an incentive to participate in a project.

Involvement
Graziers can also be in this category because many part-time farmers are driven by the joy of working with animals. The part-time farmer will often be happy to participate in a project with the prospect getting funding subsidies and being appreciated for their nature conservation work and may even expand their livestock if they have time for it.

Outlook on nature
The part-time farmer's outlook on nature is often somewhat mixed. They can appreciate both a cornfield and the more natural landscape.
History
Historically, part-time farmers tend to be newcomers. However, many times we see a daughter or son who has a career other than farming who returns to the family farm for sentimental reasons rather than as a part-time farmer.

View of authorities
If the part-time farmer has livestock, he or she will be used to contact with the authorities for better or worse and may have both positive and negative experiences.

Use of advisers
The part-time farmer does not always use agricultural advisers. Some use advisory services to a limited extent, e.g. agricultural advisory services for cattle or advice from the forestry service for forested land. The Project Manager should take this into account when involving advisers in the project.

Ecologist
The ecologist can be found in all the categories mentioned so far, with the same characteristics as other farmers.

Finances
Finances play an equally important role for the ecological farmer as for the "regular" full-time farmer or part-time farmer.

Involvement
If the ecologist has livestock (cattle, horses, sheep or goats), he or she may get involved in nature management, if there are reasonable funding opportunities and the work can be incorporated into everyday operations.

Outlook on nature
Some are ecologists for idealistic reasons and they often have high principles and believe in a good cause. There has to a context from farm to fork, and animal welfare, public health and sustainability are guiding factors for entering agreements. Others are ecologists for financial reasons with a more nuanced outlook on nature.

History
Some ecologists have high ideals about the way to run a farm or they may have the same concerns as full-time and part-time farmers.

View of authorities
The authorities are an important factor since the ecologist generally is dependent on a comprehensive set of rules and many specific subsidy schemes.

Use of advisers
The ecologist uses the agricultural advisory service in the same way as a full-time and part-time farmer.
Estate owner
By definition the estate owner owns a lot of land and has historically played a central role in the local community's development.

Finances
Like the full-time farmer, finances will often constitute a key aspect when talking about nature projects. The landowner will consider whether entering an agreement is worthwhile. The incentive can largely be financial, both in the short-term and long-term for multi-year agreements.

Involvement
The estate owner also has a busy life and so it must not be a large hassle to get involved in a nature project. On the other hand, they often have a manager or similar employee who can be involved in the nature project if the estate owner thinks it is appropriate to participate.

Outlook on nature
The estate owner often has a nuanced outlook on nature, because hunting and fishing are often a big part of the estate's history and traditions, and are a source of income on some estates.
History
Often has a long history and has been an important foundation in the local community over the years. Many estates began by betting on events in nature, public access, sale of raw materials and other recreational activities. A new image and outlook on earnings fits well with the purpose of a nature project and the Project Manager will often find their project is well received if the right compromises can be found.

View of authorities
The estate owner’s view of the authorities is pragmatic. They will often seek to benefit from the authorities.

Use of advisers
The estate owner uses advisory services in general, not only agricultural advisory services but also other advisers such as lawyers, forestry workers, consultants, auditors.

The public authority
Public authorities collectively own a lot of land. They could be a municipality, state or church. Municipal land is often divided into different departments and administrations as the formal owners, which depends on the history of the area. The state owns large tracts of land zoned for natural purposes. The church owns many small areas throughout Denmark. Most of the church’s areas are leased out, and there are seldom big plans for individual parcels. Good projects with local roots are thus often welcome.

Involvement
As a rule the authorities are a very important cooperation partner. As a Project Manager you will often have good opportunities to develop broader projects which benefit the entire local community. These could be projects which integrate recreational values, access conditions, health, climate adaptation or other socio-economic angles such as relocation or rising house prices as a result of the nature project.

Outlook on nature
This category of landowner typically has a varied outlook on nature and works for the interests of the public in general.

History
Often has a long history and broad perspective.

View of authorities
View of authorities will typically be pragmatic.

Use of advisers
Uses agricultural advisory services when necessary.

The hunter
The hunter as a category can have a lot of land. These are typically landowners who either do a lot of hunting or lease out hunting. Most landowners have a bit of hunter in them and the category overlaps slightly with all the other categories.

Finances
Finances can play a role.
Involvement
The hunter will almost always be against the construction of paths and recreational activities and in the hunter's eyes fences will restrict breeding and the movement of wildlife. There does not need to be a rational argument behind a rejection of recreational facilities or enclosures. As a hunter, the least possible disturbance in the area is positive and means more game to hunt. The trick for the Project Manager will be to find solutions to combine hunting interests with nature conservation. These two things are not necessarily incompatible, but it requires forethought and perhaps compromises from both parties to reach an agreement.

Outlook on nature
Outlook on nature can be nuanced. Overall the hunter only wants an environment which supports better hunting. If you manage to incorporate a hunting perspective in your project and thus get the hunter to think about the project idea, you can often be a good ambassador.

History
The hunter often has a long history and a broad perspective on nature management.

View of authorities
They are typically pragmatic in their view of the authorities and try to make use of the authorities.

Use of advisers
This category of landowner probably seeks advice on promoting hunting potential on the property.
Summary
Below is a very general account in table form of the points of focus or interest for landowners.

Table 1.

<table>
<thead>
<tr>
<th>Focus/Landowner type</th>
<th>Full-time farmer</th>
<th>Part-time farmer</th>
<th>City dweller</th>
<th>Elderly farmer</th>
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</thead>
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<td></td>
<td></td>
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<tr>
<td>Hunting</td>
<td>X</td>
<td>X</td>
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<td>X</td>
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<td>X</td>
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<td>Workload</td>
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<td></td>
<td></td>
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<tr>
<td>Fear of commitment conditions and cross-compliance</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Fear that nature conservation will limit options for expansion</td>
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<td>(X)</td>
<td>(X)</td>
<td></td>
</tr>
<tr>
<td>Image management</td>
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</tr>
</tbody>
</table>

Obviously a good Project Manager or adviser always asks about the landowner's situation and finds out where their main interests lie. The landowner's own ideas are a great driving force and the Project Manager's most important objective is to reconcile these ideas with the nature project. This can be crucial to whether a nature project goes forward. Remember to listen 90 percent of the time and talk 10 percent.

4.2 RESULTS OF THE SURVEY IN EGTVED RIVER VALLEY AND UPPER GREJS RIVER VALLEY

A survey of the landowners in Egtved River Valley and Upper Grejs River Valley was conducted at the beginning of the project to get an impression of the landowners in the areas. These are the conclusions from the survey, divided into the categories Recreational Farmer and Full-time Farmer. The entire survey can be seen on the SMART Natura website (Barrier study)

Conclusions from the barrier study
Recreational farmer:

- Perceives open landscape with meadow, grassland or moorland as a good natural environment
- Also thinks forest and biological diversity are synonymous with a good natural environment
- Some recreational farmers think hunting and cultivated farmland is a good natural environment
- Usually knows little or nothing about the Natura 2000 action plans
- Requests more knowledge about opportunities for funding subsidies, rules and natural benefits
- Those who do know something about Natura 2000 got their knowledge from the municipality or the leaflet on Nature Conservation in Natura 2000 from the Danish AgriFish Agency
- Financial compensation means something, even though the income from the farm is generally not important
- Most fear more paperwork
- Many do not use advisory services
- If they use advisory services, it is often only for financial or forestry matters
- Generally positive towards the Natura 2000 action plans
Full-time farmers:

- Most full-time farmers perceive cultivated farmland as a good natural environment
- Some think hunting is a good natural environment
- Some also perceive open landscape with meadow, grassland or moorland as a good natural environment
- Knows some about the Natura 2000 action plans, but many feel not enough
- Requests more knowledge about opportunities for funding subsidies and restrictions on development of the farm
- Emphasis on getting financial compensation for management agreements
- Fears more paperwork
- Fears incurring additional environmental restrictions which can affect future expansion opportunities
- Receives advice, normally both financial and professional
- Generally is not negatively disposed to the Natura 2000 action plans

Both groups:

- Landowners who have a negative attitude towards the municipality do not necessarily have a negative attitude towards signing a management agreement with the municipality, even if their view of the municipality seems to mean a lot. This is to say that there are other factors which are more important
- Even if the landowners feel they do not know enough about the Natura 2000 action plans, this does not mean they will not want to sign a management agreement

What motivates the farmer?

The conclusions give some suggestions on what can help motivate the farmer to enter management agreements for their natural areas.

The recreational farmer might be motivated:

- with good informational materials on hunting in combination with nature conservation
- if his or her hunting interests are taken into consideration in the planning
- if he or she is given more information about the Natura 2000 action plans and the natural benefits
- if he or she has a particularly valuable environment or species he or she can protect and promote
- if he or she can use an adviser for the paperwork for free or at low cost
- if he or she can use a hunting and wilderness adviser (possibly via the agricultural association) for free or at low cost

The full-time farmer might be motivated:

- if the nature conservation does not restrict their options for expansion due to the improved environment
- if his or her future wishes for operation are taken into consideration in an expansion of the natural area
- if the nature conservation does not cause (great) risk for their total farm subsidies
- if he or she can use an adviser for free or at low cost to clarify the risk that the improved environment will limit the landowner's options for expansion
- if he or she can use an adviser for free or at low cost to clarify the risk of receiving farm subsidies and their options for withdrawing from the risk
Both groups might be motivated:

- with easily understandable informational materials which briefly describe that the landowner has land in a Natura 2000 area, that the municipality has prepared action plans for the area, and that the landowner can help with the final planning
- with informational materials which briefly describe the opportunities and possible restrictions which can result from the action plans
- with informational materials about funding subsidy opportunities, e.g. the leaflet from the Danish AgriFish Agency [Nature Conservation in Natura 2000](https://natureconservationinatura2000.dk/
- if the municipality has a cooperation with the local agricultural association which can advise both full-time and recreational farmers about funding subsidy opportunities and conditions, rules, e.g. for grazing associations, possible restrictions, etc.
- if the municipal employee knows the history between the municipality and the landowner. Even if a landowner with a negative view of the municipality generally will not reject a management agreement, knowing what has happened between the municipality and the landowner still helps get an agreement signed

Obviously all landowners are different and have their own reasons for rejecting or entering a management agreement. Common to everyone, however, is that they want to be involved and listened to. If they can enter a management agreement without having (major) disadvantages, most will.
5. The landowners' considerations concerning nature conservation and funding subsidies

Particularly in the motivation and operation phase, the nature project's fate depends on the considerations the landowners make regarding the consequences of making a decision on a nature project and possible future nature conservation.

For several years there has been a focus on increasing management and grazing of natural areas. How can it be that there are still so many areas to be grazed? How does grazing not just occur "by itself" when so much is said and written about the need for management and information is available on funding subsidy opportunities? The explanation is partially that landowners do not always see nature conservation as attractive and maybe even feel it is a disadvantage for them to participate in nature conservation.

There are often many disadvantages and barriers to remove or limit before the landowner or grazier (hereafter the farmer) thinks it is a good idea to be responsible for grazing natural areas. Some obstacles may be due to misunderstandings. Sometimes these barriers can be removed simply by talking. Other obstacles will require closer examination, maybe with the help of an adviser with special knowledge of the funding subsidy opportunities and inspection rules for nature conservation.

This chapter describes, amongst other things, rules and inspections, finances, hunting interests, bad publicity and fear of new restrictions, all of which constitute significant obstacles which are frequently very important to the farmer. When you as a Project Manager or employee acknowledge that the landowner has good reason to reject proposals regarding grazing of their natural areas - including letting others do it - it gives you a chance to ask about their reasons and thus show that you as an authority are aware that it can be difficult to adapt nature conservation to a farmer's other activities. Despite the fact that these barriers and disadvantages often form the basis for the farmer's attitudes, there is no guarantee the landowner will explain why he or she does not want to enter a grazing agreement.

The end of the chapter describes considerations landowner may have concerning nature conservation based on a barrier study conducted in Egtved and Grejs.

5.1 TYPICAL EXPERIENCE-BASED CONSIDERATIONS

Subsidy schemes for nature conservation
There is normally not a lot of big business in nature conservation itself. This is why EU funding subsidies are used as an incentive to get more farmers to participate in nature conservation. However the subsidy schemes and the rules relating to the individual schemes constantly change. A farmer might also have natural areas covered by several different subsidy schemes and sets of rules. This can make it difficult to keep in mind which funding subsidy opportunities there are, which rules relate to the individual schemes and how the individual schemes are controlled. It can also be difficult to find out which schemes are best suited to specific areas and farmers. This requires good insight into the funding subsidy rules to get a full picture. It may be necessary to get help from advisers with special knowledge of the subsidy schemes for nature conservation. Some agricultural advisers specialise in nature conservation and therefore SEGES has prepared an Expert list to make it easy to find the right adviser. The expert list can be found at: smagpaalandskabet.dk/npekspert
Repayment requirements
The way the rules worked until 2015, if commitment conditions were breach in year five of a 5-year subsidy, the entire funding subsidy could be voided with a requirement to repay funds already received. This is to say, the farmer loses five years worth of funding. This is regardless of whether the obligations for the funding subsidy were met the previous years. This resulted in a huge financial risk for the farmer, especially with inspections based on subjective assessment. The fear of this major financial risk will probably still be with many farmers if they are not aware that the rules have been changed in 2015. Now the idea is that the seriousness, extent and frequency of the breach is included in a total assessment of the consequences. For example, the funding subsidy will still be a fully voided with repayment requirements if there have been no animals in an area or the area is sprayed and/or fertilised. On the other hand, there will only be minor repayment requirements on the funding for the year if the inspection finds that there has been grazing on the land, but that, e.g. there have not been enough animals on the land. This change in the rules applies retroactively for all current funding subsidies.

It is important to make the farmer aware of partial areas which should not be included in the subsidy application because they either do not meet the conditions or there is doubt about whether the commitment conditions can be met.
A very wet summer can mean that animals should be moved, photo: Mads Fjeldsø Christensen, Vejle Municipality.

**GAEC rules**
As of 2015, the GAEC requirements for natural areas with environmental subsidies are gone. This removes one of the major worries with regards to applying for funding subsidies for natural areas and the fear that a possible breach will affect the operation's other subsidies. It is a big step in the right direction towards getting more farmers to participate in nature conservation in the most valuable and extensive areas.

**Rules for shelter for animals going out in the winter**
New rules for outdoor animals for winter have led to confusion about which animals must go out in the winter without access to shelter. Previously, hardy breeds were excluded from requirements for shelter, but now the area's characteristics with regards to adequate shelter and refuge and the condition of the animals determines whether shelter can be dispensed with. You can read more about the rules in the fact sheet: [Important rules on livestock in natural areas](#), at LandbrugsInfo under Nature and Land Administration.

In many natural areas, shelters must not be imposed due to other legislation. Therefore there will be a great many protected and Section 3-protected natural areas where it is not possible to conduct winter grazing, even if it might be the best and most cost-efficient form of nature conservation in the area.

**No supplementary feeding in natural areas**
In areas protected in accordance with Section 3 of the Danish Act on Nature Conservation, there must not be any supplementary feeding without prior dispensation. Only if it was common practice to conduct supplementary feeding before the area was protected is it still allowed. Be aware of the rules for supplementary feeding if applying for funding subsidies for nature conservation.
Also see the fact sheet on Subsidy feeding at LandbrugsInfo under "Fact Sheet on Nature Conservation".

Funding for nature conservation
Practical experience shows that in general there is good funding for nature conservation. FOI has made some calculations for nature conservation. The calculated scenarios show that grazing of natural areas is generally expected to break even when all expenses, including salaries to the farmer's own employees, maintenance, interest and depreciation are recognised, and the animals are sold at the prices available through delivery to the slaughterhouse. Grazing of natural areas thus usually requires funding subsidies to achieve a positive margin. Farmers who have the opportunity to sell meat directly to consumers, e.g. via a farm store or webshop, generally have a better margin, but this also requires a greater workload. See fact sheet about Funding for nature conservation, at LandbrugsInfo under Fact sheet on Nature Conservation.

"Taste the Landscape"
The purpose of the project "Taste the Landscape" is to develop nature conservation so that it becomes profitable for the farmer. This will be done by solving the challenges in the entire chain, from cattle grazing in natural areas to marketing of meat. We have examined whether steak is actually healthier and tastier if it comes from animals which have grazed on a Danish summer meadow. The study suggests that the rich grasslands, in combination with the many herbs which grow in the areas, give the meat an excellent fatty acid composition and a higher content of antioxidants. It also gets a more intense beef flavour.
Therefore the newly founded association "Taste the Landscape" works to create a concept around "nature meat," defined as meat from animals which have grazed in natural areas. This could be very important for farmers' future access to nature conservation as a business endeavour. Read more about the project and the association Taste the Landscape, which has a lot of information about nature conservation and "nature meat" for farmers, slaughterhouses, restaurateurs, consumers and the press.

Hunting interests
Many landowners have an interest in hunting, either for themselves or as a source of income, and there is a fairly widespread belief amongst hunters that it damages the conditions for game if natural areas are grazed, which interferes with hunting.

However it has been shown that it can actually be an advantage to have natural areas used for hunting grazed if the pen is adjusted appropriately. Grazed natural areas provide better feeding opportunities for grass-eating game because the grazing provides fresh growth. Grazing also yields multiple flowering plants which attract insects to the benefit of poultry chickens. Grazed wetlands create better conditions for ducks and waterfowl. With forethought, hunting and grazing can go hand in hand. See the fact sheet on Hunting combined with grazing of natural areas, prepared in cooperation with Danmarks Jægerforbund (the Danish Hunters Association), at LandbrugsInfo under the fact sheet on nature conservation.

Bad publicity/bad history
Over the years, there have occasionally been stories in the agricultural press about farmers who have had areas voided even when the nature conservation was performed satisfactorily from a natural science point of view. This could be because part of the area was not sufficiently grazed, even if, from a natural science point of view, it was sound nature conservation. These stories spread quickly via the agricultural press and therefore many farmers may be disinterested in nature conservation ahead of time and some agricultural advisers advise against farmers entering management agreements. However it is important to clarify the rules which cause a subsidy to be revoked so that these stories do not create unnecessary confusion and bad publicity.

Some of the mentioned cases are due to the former Single Payment Scheme. Funding subsidies for an area could be revoked if it was dominated by a grass species which was not approved as a food plant, even though the animals ate it. As of 2015, the scheme is called the Basic Payment Scheme instead of the Single Payment Scheme and the plant cover requirement has been relaxed, since the list of plants which could not be on the site has been eliminated. You can apply for funding subsidies for managing grass and natural areas and for Basic Payment at the same time.

Nature conservation requires time
If the landowner is a full-time farmer with, e.g. dairy or pig production, he or she is normally fully occupied and has no spare time to run around looking after cattle on natural areas far removed from the property. On the other hand, if the landowner is a recreational farmer or has throttled down their production, he or she may have more time to spend on nature conservation.

Nature conservation can lead to more restrictions
Many farmers fear that nature conservation will lead to additional restrictions on their agricultural production. For instance, they might worry that an area will become protected by Section 3. They might also worry about restrictions from future environmental approvals, requirements for buffer strips, etc.
It is essential that the farmer be properly informed of possible restrictions on future agricultural production if natural areas are merged or the environment is positively developed. This is something specialised agricultural advisers can help with. It can help to find a skilled adviser on the Expert List, which can be found at: smagpaalandskabet.dk/npekspert.

Grazing of Tågelund grasslands in Vejle Municipality, photo: Mads Fjeldsø Christensen, Vejle Municipality.

**Notification scheme in Natura 2000**
Many farmers have experienced very long case handling times in terms being notified of operational changes (see also the description under chapter 10.1). Some farmers have been frustrated, especially in areas with rotational land where there has been a 5-year environmental scheme. These farmers have had a legitimate expectation that after the agreement was over they could once again use the area for cultivation. These cropping restrictions can only be enacted as punitive damages, but because the case handling times can last up to several years before being settled by the Danish Environmental Board of Appeal, the farmers have not been able to use their land as desired in the years the case is pending. Since then many farmers have chosen not to participate in environmental schemes because they feel cheated by "the system." Read more about the notification scheme in the fact sheet: Notification of operational changes in Natura 2000 areas.

**Cooperation with public authorities**
Some farmers have had negative experiences with cases handled by the municipality. Even if it had nothing to do with the nature and environmental department, it could well mean that the farmer perceives the municipality as a threat instead of a partner.
Future cooperation around nature projects depends on the landowner being respected. It could be useful to find a contact person who can help the landowner navigate the system or the employee may be handling a project at that moment which the landowner could be involved in.

If the negative experience does have to do with the municipality's nature and environmental department, it is important to find the right employee who might be able to open up a positive dialogue or perhaps there is an agricultural adviser who could talk to the landowner.

**General recommendations for the Project Manager**

The farmer often needs help getting an overview of the context between the many different rules and subsidy schemes. Therefore farmers should be offered the best possible advice on nature conservation, choice of animals, conservation objectives for the land, winter feeding, stable costs, rules and funding subsidies, etc., without extra cost.

Some municipalities hire a local agricultural advisory service to prepare nature project applications and nature conservation applications to ensure they are prepared correctly. This model ensures that the farmer is not left without help in figuring out the complex set of rules, is not stuck with huge repayment requirements, and does not have to pay for advisory services necessitated by their participation in a nature conservation project.

Regardless of how the farmer is advised, most farmers require that third parties handle the administration when it comes to entering agreements and projects. Many farmers would like to participate in nature conservation as long as a local agricultural adviser or municipal caseworker is responsible for the administrative setup. It is also important to most farmers that there be a contact person/Project Manager who assumes overall responsibility.

**Acquaint yourself with the disadvantages/barriers which can affect the farmer’s attitude towards nature conservation projects and involve advisers to clarify, e.g. funding subsidy opportunities and inspection rules.**

If you can help get remove some of the obstacles in the way, you have a greater chance of making a

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**5.2 RESULTS OF THE SURVEY IN EGTVED RIVER VALLEY AND UPPER GREJS RIVER VALLEY**

At the beginning of the project, a survey of the landowners was conducted in Egtved River Valley and Upper Grejs River Valley to get an impression of the landowners in the areas, the size of the properties, the landowners’ motivations to enter conservation agreements and the concerns they point to as obstacles to conservation agreements.

These pilot areas comprise about 150 landowners. 37 (about a quarter) were randomly selected as eligible to participate in the survey. This survey can offer clues on the backgrounds of the landowners and what they find important when considering entering a conservation agreement.
The questions were formulated as a web-based questionnaire with multiple choice answers. Afterwards, several of the participants were interviewed to get a better understanding of the responses to the questionnaire. Some of the interviews are described as cases in section 5.3.

The entire survey can be seen at the SMART Natura website (Barrier study).

Information on landowners and properties according to the survey
The survey shows that 86% of the landowners are recreational or part-time farmers and only 14% are full-time farmers.

Out of the five full-time farmers, two have a large livestock production with 76 – 250 animal units (AU) and three have 16 – 75 AU. The farms are categorised as either 101 - 250 hectares or more than 250 hectares.

Half of the recreational/part-time farmers have cattle, horses and/or sheep, evenly divided between up to 15 AU and more than 16 – 75 AU. Most properties are between 6 and 30 hectares.

Almost half of all properties have between 6 and 30 hectares of open landscape and almost as many have between 0.1 and 5 hectares. A few have between 31 and 100 hectares, while a single property (belonging to the Danish Nature Agency) has more than 250 hectares of open landscape.

Almost half of the properties have up to 5 hectares of forest, while about a quarter have from 6 to 100 hectares of forest.

Overall results of the survey
In general, the overall picture is that it ought not be overly burdensome, costly or risky to enter a grazing agreement.

Some of the points of the survey show that:

- Eight out of ten feel they have little or no information about the current Natura 2000 action plans in the river valley they own land in. Even still, 85% of the participants were positively disposed to a conservation agreement.

- There are many ideas of what a good natural environment is and the landowners could tick multiple options. Three quarters think that an open landscape is a good natural environment and one third think a good natural environment has to do with hunting. Just as many see cultivated farmland as a good natural environment. Two thirds also saw biodiversity as synonymous with a good natural environment.

- Most were interested in helping create "a better natural environment." 15% of the respondents said they would not enter a conservation agreement, sometimes because they see hunting and/or cultivated farmland as a good natural environment.

- Four out of five landowners who would not enter a conservation agreement were recreational farmers and they were all interested in hunting.

- Two thirds of the landowners emphasised financial compensation as important if they were to enter a nature conservation agreement.

- All respondents wanted to be directly involved in designing the conservation project. This was regardless of whether or not they wanted to enter a conservation agreement.
Almost one third of the landowners found it important that a conservation agreement not entail a restriction against spreading manure on the land. Still, most landowners (85%) were interested in entering a conservation agreement.

70% of the landowners counted fear of increased paperwork as part of the considerations for a conservation agreement. Full-time farmers in particular count more paperwork as a concern. Landowners who answered "no" to entering a conservation agreement weighted increased paperwork as "very" or "somewhat."

Six out of ten landowners attach importance to whether a conservation agreement could lead to further environmental restrictions.

For those who do not want to enter a conservation agreement, there is no difference in whether they find environmental restrictions important or not. All full-time farmers attach great importance to risk.

Almost all respondents find that their view of the municipality to be important in whether they want to enter a conservation agreement.

15% have a negative view of the municipality, but it is this same 15% who do not want to enter a conservation agreement. Some have a negative attitude towards the municipality's technology and environmental department have still answered "yes" to wanting to enter a conservation agreement.

If the participants had previously entered an agreement with the municipality, 2/3 of them had received advice from agricultural advisory services, the municipality or another authority. 20% assessed that the advice was below average.

Four out of ten received no advice with regards to agriculture, nature, forestry or finances. Out of recreational/part-time farmers, almost half do not use advisory services and 1/4 only get forestry advice or financial advice.
5.3 CASES FROM BARRIER STUDY IN EGTVED RIVER VALLEY AND UPPER GREJS RIVER VALLEY

The following cases are part of the barrier study conducted as interviews with some of the landowners.

Case 1: Relationship with the municipality

A landowner is very sceptical about the municipality because of bad experiences with it. He does not want to enter a conservation agreement with the municipality and does not want a dialogue.

The landowner has researched the legislation in the area and knows where there are Section 3 or Natura 2000 areas on his property. But he has less information about funding subsidy opportunities and management of natural areas. He has been given informational material on Natura 2000 and finds it understandable but far from adequate. Still, he does not think more information about Natura 2000 opportunities will change his attitude towards entering a Natura 2000 conservation agreement because he does not trust what is being said.

Despite this, the landowner has repeatedly suggested that he actually does want to do something good for the environment and does not mind his meadows being grazed or environmental improvements being made on the land. He appreciates open meadows even if he can remember how his father struggled to
cultivate them. But he can easily see that it is no longer profitable to cultivate the meadows. He simply does not want to cooperate with the municipality because he suspects he will be treated unfairly.

This case shows how there is a need for a direct dialogue to find out what it takes to resolve the situation. What can be agreed on now and what needs to be worked out later? An obvious solution might be for the municipality to cooperate with an agricultural adviser and for dialogue and negotiation to be handled by an adviser instead of the municipality.

The case also shows that even if the municipality (or state) has sent informational materials on Natura 2000, this does not necessarily satisfy the landowner's need for information.

**Case 2: Hunting interests**

A landowner says:

"I'm generally fully pro-hunting and I think everything I've read about grazing projects is just great. As far as I understand it, it makes financial sense to have grazing. It's good for the environment and wildlife, so it sounds great. If I had 20 hectares I wouldn't have a problem with not using some of my land, but my problem is I only have 8 hectares, and one and a half to two hectares are meadow, which I use for training my hounds. The whole reason we moved to this property was that there was a piece of meadow I could use this for - with long grass and reeds for pheasants to hide in. If it was grazed, I couldn't use the meadow for this anymore, which is why I bought the property. Even though I think it's a really good idea, I'm not personally interested in participating. That's the dilemma for me."

This case shows how important it is to find out why the landowner is not interested in a grazing agreement. When it is due to hunting interests, you might be able to find a way where hunting conditions are still respected and hunting opportunities might even be improved.
Case 3: Involvement
A landowner says:
"It means a lot, because it affects "my land," but I also have a basic interest in possible upcoming nature projects."

He would like to enter a dialogue with neighbours to see if it can lead to better projects – especially if he can see personal benefits in it. He would also like to have general information about the project as far as the purpose and how he can contribute.

This case shows that it is important to respect that the land is the landowner's property and it means a lot to them. The landowner also needs information about the purpose of the project and what it means to the project that his or her areas, and possible neighbouring areas, be managed. Landowners want to be involved and help design the projects.

Read more about barriers:
- Phone interviews with landowners in Natura 2000 areas: Natura 2000 schemes - what do landowners think?
- Phone interviews with environmental advisers in municipalities and advisory companies: Natura 2000 schemes' barriers and how they are forced
6. **Getting started**

Before beginning a nature management project there are several aspects to consider with regards to the specific area. The most important are described below.

6.1 **NATURE AND LANDSCAPE**

One of the fundamental aspects is to look at the nature and landscape you will be working with for your Natura 2000 grazing project. What are the natural features of the landscape? Start by studying maps and aerial photos to learn the layout of the land if you are not fully familiar with it prior to the project. Is there naturally a varied mixture of different types of habitats? Or are there large contiguous spaces requiring the same type of maintenance throughout the area? Such considerations could be crucial in situations where large grazing areas are shared by multiple landowners or when the focus is on small areas or individual agreements. In chapter 15 we discuss two example areas: Upper Grejs River Valley and Egtved River Valley. These two areas differ significantly in both landscape and natural features.

![View of Rands Fjord in Vejle Municipality, photo: Mads Fjeldse Christensen, Vejle Municipality.](image_url)

6.2 **THE AREA’S OWNERSHIP STRUCTURE**

Another important aspect is the ownership structure in the Natura 2000 area. Before you begin, it is essential to get a clear overview of the structure of the land ownership. Search the local land register to see who owns which plots of land. How large are the plots and how many owners are in the area? Are...
there many small plots where each landowner only owns 1-2 hectares? Or are there several landowners with large plots of land? There might also be only a few owners with very large areas.

There are many different ownership conditions and sizes of parcels of land in the Grejs and Egved River Valleys. In Egved, it was possible to establish grazing on over 10 hectares with one landowner, while in Ollerup Marsh in Grejs River Valley, where the plots of land are 0.5 - 2 hectares per landowner, it was necessary to establish a project on 6 hectares with 5 landowners involved.

6.3 THE AREA’S HISTORY

Experience also shows that it is very important to discover as much of the area's history as possible. You will quickly seem unreliable and untrustworthy if you are not familiar with previous projects or size conflicts the landowners refer to. The effort spent discovering the history of the area will be worth your time. Do you or your colleagues know the pre-history of the area? Have there been issues in the past between the municipality and landowners? There might have been waterway cases, protected areas, livestock expansion, road construction or other construction. Ask your colleagues, preferably those who are longtime residents in the local farming community. Check your case management system. Before you visit, talk to landowners in the area you know and have a good relationship with!

6.4 LANDOWNERS IN THE AREA

How you start establishing your relationships with landowners in the area is important to consider. Use what you know. Do you know landowners in the area who it would be best to approach first? Have there been landowners the municipality has had conflicts with? How were they resolved? Or is it the opposite, landowners who you have previously had positive cooperations with? Do you know of conflicts between neighbours? Are there landowners who are already cooperating?

What you know about landowners from other projects or contexts can be an excellent place to start. Maybe the landowner you previously had a good working relationship with is the best person to discuss the startup process with. In seeking assistance from the start you can avoid wasting unnecessary energy and spending too much personal resources working with landowners who do not want to cooperate. It is often the right idea to divide up the project from the very beginning.

6.5 ACCESS CONDITIONS AND THE AREA’S USERS

Lands with a Natura 2000 designation are often far from the city zone and it is not usually obvious which groups make use of the area. You should carefully consider whether there may be users who will be affected by the project. These can be anglers, hunters, etc. who may have been used to moving freely across the area. If there has been a public path in the area, you should obviously make sure it can still be accessed. It may be an unofficial path which is important to local users. In this context it is important to create solutions the users are comfortable with. For instance, many people would not feel safe walking several hundred metres inside a fenced area filled with cattle, especially if there were bulls. A gate could be a good solution here.

If the land has a recreational use associated with it you must make every effort to cooperate with landowners and users to find a long-lasting solution. Also take into consideration the special challenges involved when managing public areas. The users may have been accustomed to flat road in the area which is now suddenly fenced in. Be proactive by involving user groups in the area so you can find the
best solution for everyone together. Working with homeowners’ associations, you have the opportunity to explain the purpose and intended effect of the nature conservation project to many users and thus avoid misunderstandings in relation to any inconveniences brought on by fences.

There are many examples of users in an area being important. In many places in Denmark, experience shows that conflicts easily arise around summer house owners and changes in access to public beaches as they are converted to public marsh land. Even though the management obviously has to be implemented, the best long-term results are achieved through good dialogue with the user groups. In another example from the Grejs area there are paths and golf courses closely connected to the grazing project in Grejs River Valley.

6.6  ENSURING CONTINUITY IN NATURE CONSERVATION

An area has a life of its own. It may seem simple, but it is true that the greater your knowledge of the land and the people who work and live on it, the better prepared you are to develop strong bonds and optimal solutions. Therefore it is important that you, as a municipality and adviser, recognise the importance of continuity, not just around management of the land, but also in relation to the employees conducting the dialogue and negotiations with landowners. An employee with experience working in an area for many years with knowledge of the area’s players, owners and stakeholders is worth gold. Continuity in the flow of projects helps ensure that the areas also continue to be operated so that the Natura 2000 action plans are achieved.
Your analysis of the conditions described above will be crucial to whether you choose to convene a public meeting with a whole group of landowners or whether you choose to start instead with a single important landowner or perhaps several smaller groups of landowners. It is not always the most cost-effective method to embark on a large project, but it is important to have the integrity and ability to see the bigger picture, both now and in the future.

Make your preparations and develop your strategy based on the model you find best suited to the specific Natura 2000 area.
7. The ambassador

As you forge ahead with the planning phase you can consider if there is a person in the area who might serve as an ambassador, someone who is especially good at talking to the other landowners. This person might be an important part of the motivation phase and later in the operation and development phase.

Every culture in the world uses ambassadors to solve conflicts, to foster understanding and to translate cultural differences between parties. In the business world the term “ambassador” has come to be more and more widespread to indicate the role of personal communicator whose purpose is to link companies and consumers with recommendations and products. Everything from the Danish Cancer Society to the banking sector uses ambassadors in an attempt to build confidence and reduce the gap between consumers and companies.

Does involving people with special status and specific personal qualifications contribute to catalysing and promoting a nature project? The answer is clearly yes on the condition that the title is not taken too seriously and the person with the right qualifications is found in the local area. An ambassador in a nature project can contribute to creating trust between the parties and act as a mediator for major disagreements. They can help improve understanding and ensure that everyone is speaking the same language.

7.1 DIFFERENCES IN CULTURE

It can often be hard to get people talking at the beginning of a project. The culture gap between the authority and landowner can at times be very large. The Project Manager is enthusiastic and impatient right out of the gate and may have a hard time understanding the reservations and barriers the local landowner might experience. These reservations are seldom articulated until well into the project when concrete negotiations begin. No textbook from school mentions anything about psychological barriers, conflict or old grudges with authorities.

The landowner group may have difficulty fully understanding the finer points of the technical solutions the Project Manager is talking about. It can also be difficult to get clear answers outlining the specific consequences proposed measures will have on the individual’s property. The outlook on nature often differs. The elderly farmer has probably grown up seeing their father and possibly even their grandfather dig drainage by hand. This creates pride in the well-cultivated farm and the beautiful lines in the cultivated landscape, so it can be difficult for the farmer to see the beauty in slush, swamp, scrub and biodiversity. See also the chapter on Landowner diversity.

7.2 TRUST AND RESPECT

Skepticism is a natural barrier at the start of a new project, and if it is not handled, a project may never get off the ground. Experience has shown that there is often a person in the area you can point to with a foot in each camp. A person trusted by people in the local community who simultaneously understands the overall visions and opportunities the project represents. They might be a retired school inspector, familiar to everyone, who has land within the project area. They could be a local politician who has earned trust by always managing to speak up for people.

It may also be a neighbouring farmer who has previous experience with a nature project where mistrust was replaced by curiosity and common sense once all parties discussed the finances and tangible
benefits. Finally, you often know your ambassador as the local firebrand. Such a person is passionate about cohesive development in the local area and has a lot of impact.

Common to all four examples is that they enjoy a certain status in the local community and have a certain insight which encourages landowners to listen to what the ambassador says. There must be no doubt that a landowner can confide in the ambassador and the ambassador is not just the municipality's extended arm. They must be fellow landowners with the same at stake as the others in the local area.

7.3 BENEFITS OF AN AMBASSADOR

There is much to be gained for the Project Manager by involving a competent ambassador in a nature project from the beginning to the end. The ambassador can be especially important later in the anchoring of the project, when the construction (fencing and clearing) is reaching an end and the day to day operational phase is about to begin.

The ambassador can accomplish in local community what the Project Manager, as a representative of an authority, cannot. Initially an ambassador can help contribute to fostering good dialogue and increasing understanding between the parties. When disagreements or conflicts arise throughout the project's different phases the ambassador will often step in to mediate. After the end of the project, the ambassador is often the catalyst which ensures the future anchoring, management and operation of the project areas, because the ambassador helps create a greater local sense of ownership than would otherwise have been created.
7.4 HOW TO FIND THE AMBASSADOR

Finding an ambassador for the project can present a lot of challenges. You have to let the process occur naturally, without formality, or you risk scaring people away. Few people want to be put in a box and promoted over all others in the project. It is not an appointment, but is about recognising the person or people who naturally "set the tone" for the dialogue in the project. The right people seldom declare themselves, but instead show their potential through their actions and attitude.

If you know someone in an area from a previous cooperation or you meet one along the way who you feel has the right approach, consider whether they may be the right person for the job. Ask whether they would like to help promote dialogue, mediate a little along the way and bring some of their enthusiasm to the project. Explain the value of the ambassador's role and the benefit it has for both landowners and the project's success.

A specific task for the ambassador could be to contact the neighbours a Project Manager cannot get in touch with. You can also ask the ambassador to set a positive tone during the first big landowner meeting by telling a little about their attitude towards the project or experiences with similar projects.

It is a seldom good idea to let the landowners appoint their own ambassador themselves. However, it may be a good solution to let the landowners appoint a task force to talk, negotiate and plan with the municipality. In these situations an appointed ambassador will often be selected by the landowner group because they have a special status in the area, not necessarily because they have the right skills as interpreter, catalyst and mediator.

This way a potential ambassador can act as a mediator in the project without stepping on anyone's toes. Finally, you must be careful not to overburden the ambassador. It is important to be able to come back in the future if new projects need to be started in the area. It is important to emphasise that there will not necessarily be an ambassador in a local area. If an appropriate candidate does not appear naturally it is pointless to try to push someone into the ambassador role. Neither must you ever put your ambassador in a situation casts doubt on whose side the ambassador is on. The ambassador must be part of the landowner group and must not be presented as the municipality's extended arm who is only running errands for the municipality. If there is uncertainty about the ambassador's role in the landowner circle, the municipality must immediately stop and rectify the misunderstanding.

Be aware of the use of the ambassador in your nature project and keep a good eye on suitable candidates as you make your way around the surrounding area for the project.
8. Landowner dialogue

Nature projects in Denmark are rooted in volunteerism. However trite it may sound, it is important to recognise that the landowner can make or break a nature project and ultimately decide whether or not it can be implemented. This is simply because he or she owns the land where the project will be realized. If a landowner does not have trust in the project or project workers, they can generally stop a project entirely by refusing to participate. This makes them the most important member of the project and landowner dialogue forms a very central part of the overall project implementation and success. Landowner dialogue is initiated early on in the project's motivation phase where the landowner must be inspired to help in a nature project.

A project employee must recognise that trust is based on equal dialogue. Only when trust has been built can you begin to identify common goals. With a solid basis in trust and open communication, it will finally be possible to begin negotiating and developing a written project agreement.

This section focuses on aspects included in the dialogue with the landowner. This has to do with meetings with multiple landowners as well as meetings with individual landowners. After reading this section you should be inspired to prepare for success when meeting with the landowners. Many aspects of landowner dialogue are described in the following points.

8.1 PREPARATION BEFORE DIALOGUE WITH LANDOWNERS

Before you attend a meeting with the landowner, you should be clear on what you will review together. Know your project in detail and make sure you understand the pros and cons that apply to each individual landowner. This can help counter “inertia” in the negotiations. Decide in advance where adjustments can be made in the project. Decide before the meeting which aspects of the project allow for the landowner to put his or her own stamp and where it is not possible to compromise. Know the landowner and his or her assumptions (see chapter 4 on landowner diversity). Prepare your own role and appearance. Before the meeting, perhaps go for a walk through the area on the public roads to get an impression of the area. Stop where there is naturally space for it. Do not walk on the landowner’s land without his or her prior permission.

When the meeting is prepared, it is important to understand the local conditions around the project area. See chapter 6 on getting a good start. Be especially aware of past issues which are important to the landowner and which can dominate a meeting and take the focus away from a positive dialogue about the nature project.

Prepare for possible consequences if an individual landowner does not want to participate in the project. Evaluation of such consequences can inspire you to come up with alternative solutions.

8.2 AN OPEN AND EQUAL DIALOGUE

It is important to meet the landowner where they are. Therefore always be open to objections, worries and to proposals for changes. This is much harder than it sounds. Already before the landowner is involved, it often happens that the project employees - consciously or unconsciously - have a complete plan in mind which stifles other ideas.
It is difficult to create communication if the starting point is a one-way dictation. The Project Worker must be ready to accept that the landowner’s ideas may be better than the employee’s own. Remember that the landowner is more familiar with conditions in the area which could change the starting point for the planned project. A good dialogue often starts with a walk with the landowner out in the area itself. This way you have a common reference for further conversation.

When you visit a landowner for the first time, it is also important to remember that you are building a relationship with a person who may become an active member of the project and be part of the long-term operation for many years in the future. Cooperation requires something from both parties and it is important to always follow the motto: "be trustworthy." Expect the same from landowners. People usually react positively to trust. However, you also need to remember that not everyone is easy to work with, so the motto concludes: "be trustworthy and trusting – but not naive."

8.3 THE MEETING’S ELEMENTS

When preparing for a meeting, it is also important that there be a structure. It is not always necessary to have a properly described agenda. But it is important to prepare the various elements of the meeting to ensure the necessary structure.
A brief intro
Why are we meeting? Refresh the project! What are we talking about? Refine the topics for discussion at the meeting. You may be dealing with landowners dissatisfied with previous projects, so take the sting out of any criticism by acknowledging that the project may not have been an unqualified success, but that now you are going about it differently and making changes to create a better outcome this time. Prepare the "elevator speech," where you have 30 seconds to review the who, what, where, how and why.

Clarification
Ask about the landowners’ interests and relationships. Here you can get important information which can be useful in later dialogue. This could be about neighbors, family relations or whether someone is at odds with someone else and why. Be curious in a positive way. Give yourself time to follow through if the landowner goes off on a tangent. This can lead to important information which helps build mutual trust.

Ask specifically about the interests in the project area and the landowner's current and former operation of the area. Ask, for example, if the area has previously been grazed and why it stopped. Ask about the landowner's history in the area, e.g. when the property was acquired. Is this a childhood home? Ask about how the landowner sees themselves in the local area. Are they, e.g. a member of the church council, school board, sports club, etc.?

Information about the project
Get right to the point by asking about the project land and discussing "preliminary plans," who you have already spoken to with the other landowners within the project area, how you see the landowner's role in the project, etc. Answer questions. Question which cannot be answered should carefully be noted in order to ensure that the landowner can get answers later. It is important that the landowner feel safe, feel listened to and taken seriously for the project to be successful. It is important for the project that the landowner makes the decision on an adequately informed basis. Finally, ask directly about whether or not the landowner is interested in participating in the project.

Written agreement
If it is possible to get a proper agreement in place with the landowner, it is important to note what the agreement is based on. Mutual agreements are double binding. If the landowner is not ready to sign the final agreement, make a short summary of the meeting with an indication of where you agree and where you do not. This will help avoid misunderstandings and show the landowner that you take objections and reservations seriously. This can help increase the landowner's confidence if it is lacking from the start.

If landowners do not want to participate in the project
In some cases, you will encounter landowners who do not want to participate in the project. Do your best to find out why. Ask what changes are required for the landowner to be interested in participating. The landowner's concerns and challenges in connection with participation in the project must be noted and evaluated in the project. Consider alternative solution proposals to ensure the success of the project as a whole.

If the landowner completely refuses, create a reason that allows you to contact the landowner again. This can be something you "forgot" to ask about so you have the opportunity to speak with them again later. It can also be appropriate to specifically conclude by saying that you are making a another collection round and intend to contact them again. When you call again two or three months later, you may find that situations and attitudes have changed with the landowner and you can reopen the dialogue. It should be
you who contacts the landowner to reopen dialogue rather than waiting for them to do so. If they have said no once, they will lose face if they call again.

8.4 WHICH ROLES, WHO DOES WHAT, WHEN

In the dialogue with the landowners, it is important that all participants in the project know their own role: Who am I? Why am I here? What tasks do I take care of? In projects where both municipal employees and private advisers must work together, it is important that the roles are distinct and are made clear to all landowners. Therefore agree on problems each party will solve. What do they agree on and where do they not agree? Who pays for the private advisers? It is important to have clear lines so that no confusion or irritation develops in the future which could have been avoided.

In a meeting with many landowners there are several administrative roles to be filled, and it is important that the role distribution of municipal employees and agricultural advisers be mutually agreed on before the meeting.

8.5 PERSONAL APPEARANCE AND LOCAL CULTURE

Experiences from the Smart Natura meetings around the country show that the Project Workers who do not have a lot of experience with meeting with landowners appreciate a "guide" on what they should consider as they prepare for meetings. Others have so much experience with landowner dialogue that they unconsciously do the right things.
Even though Denmark is a relatively homogeneous society with a population which is remarkably like each other and who virtually all speak the same language, there are major differences in culture from country to city and from area to area. When you go out to several landowners who live next to each other, there can be very large cultural differences just from plot to plot. You may be surrounded by an entirely different culture, even if you do not immediately experience it.

Below are collected some examples of what is considered good behaviour in the meeting with landowners. Take it as a helpful guide but always be aware and learn about the people you will be meeting in advance.

**Attire**
Think about your appearance. Naturally, there is a lot of room to manoeuvre. High heels, suits, etc. are obviously not appropriate for the country. You must feel good in your clothes, and you must be yourself, but you should also be aware that your attire sends signals to those around you.

**Arrive and park with respect**
When you arrive at a property, you should be careful to pick the right place to park. Consider how you will leave, avoid disturbing the farmyard peace and order, avoid cumbersome manoeuvres. Is the gravel raked fine, or are there stone circles that suggest where you shouldn't go? Drive away calmly and quietly.

**Shake hands**
Shake hands when you greet the landowner, introduce yourself and look him or her in the eyes as a secure and firm handshake is part of the culture of the country. It suggests that nothing underhanded will happen and our meeting is straightforward. As guest of the landowner, it is important that his or her "home" is respected.

**Take your shoes off**
Boots should be put out on the stairs and shoes in the hallway. You are visiting the landowner's private residence, and should respect the rules of the home, especially if the landowners are in stocking feet themselves and do not encourage you to keep your shoes on. Notice what the landowners do themselves. If they keep their shoes on, you can discreetly do the same.

**Is there assigned seating?**
Assume in advance that there is fixed seating even if no one mentions it, and accept the seat offered to you. Note the chair the landowner uses and others clearly reserved for permanent members. Take the assigned space, no matter how uncomfortable it might be. Wait to seat yourself until the landowner is ready, unless it seems OK to sit. And remember that a "sit down" does not always mean that the landowners expect you to actually sit down.

**Relative physical placement**
Try not to sit higher than the landowner, to preserve their dignity. Always make sure not to physically block the path to an exit, which could have a psychological impact. If anyone is physically "blocked in" experience shows that they are more likely to act aggressively in their dialogue. This applies to both the project workers and the landowner.
Be human
To ensure a good starting point for the meeting with the landowner, it is important that you are not just "someone from the municipality". Bring a bit of your personality into the conversation. For some landowners your visit may be an important part of their social contact for the week. For others it is simply a meeting on the calendar like any other meeting. Approach each situation differently. At a busy home, it is about an effective meeting, while in other homes extra time must be set aside for an informal chat.

Drink coffee
Coffee is a near-ritualistic part of meetings in the country. You will usually be offered coffee, and should say thank you, yes or alternatively ask for a glass of water. Drink your coffee black, if you are not being offered milk and sugar. To the landowner it may seem strange if you do not accept what is offered. Think of the old expression "taking Christmas out with you." Some of the same culture exists in everyday life. It is understood that the host must offer something, so the guest does not suffer distress. By refraining from taking anything, you embarrass the host.

A deal is a deal
A deal is a deal, and you can easily be held to everything you have said. Therefore it is important that what is agreed is also written down. Not necessarily as a contract, but as an exercise in formulating a common agreement in a way which suits both parties.

No one wants to be forgotten. You should provide ongoing information about the project status, so the landowner can follow even small achievements along the way (see section 3.2 Continuity in project work, in Chapter 3).

8.6 CHOICE OF TOOLS FOR THE MEETING

In the dialogue with landowners, there are differences in the tools which are appropriate. Choosing your methods depends on how many are participating in the meeting, the type of landowners involved and where the meeting takes place.

PowerPoint presentations can work for meetings with several landowners, but should be kept short and without text blocks. Show pictures and maps, preferably in combination with a printed map of the area. Posters with older aerial photographs or old topographical maps can expose a lot of "hidden" information which can be important to the project later. 20 or 60 year-old aerial photos can also be used to motivate the landowners if they can clearly see deterioration of the natural state of the land.

Booklets and cards containing useful information can be given to participants to take home. At meetings with more participants, a moderator and reporter may be required who do not have professional roles at the meeting. The reporter's task is to take informal notes and jot down ideas, comments and questions from the participants.

When the meeting with individual landowners at their homes, it is important to have a good, detailed map of the project area and particularly of the landowner's own land. Have at least two sets of maps so that notes can be made on one set and the landowner can keep the other set. A third set may be used to put a location to any possible agreements. It is also important to note questions, ideas and comments. This can be done on a PC or on a pad of paper. However, a PC may be inappropriate, since it is often physically "in the way" of the dialogue, and acts as a barrier or steals attention. It is often inappropriate to base a presentation on being able to access maps or files over the Internet, as coverage may be
inconsistent in the area. If you have agreed to meet out on the land, you have to be prepared to be able to write notes regardless of the weather. One option is special “paper” which does not dissolve in water and which can be recycled. A simpler solution is a small notebook and a pencil or a laminated card and a marker pen. Do not bring a pen to meetings because it is useless in the rain and may give the impression that you spend too much time inside. If you visit more than one landowner in the project, make a convenient check form you can fill in. That way you can be sure to cover the same topics with all landowners. It is easy to lose track of multiple conversations on the same day.

Cows grazing the meadows along the Vejle River, Haraldskær, where western marsh orchids thrive, photo: Mads Fjeldso Christensen, Vejle Municipality.

8.7 LANDOWNER DIALOGUE IS AN ART

In the dialogue with landowners, a project worker must be able to relate to:

- The area’s history
- The landowners’ role in the project
- Their own role and appearance
- The project’s success factors
- Openness
- Delimitation of the task

Success with landowner dialogue requires preparation, flexibility, openness and equality. It must be attractive to the landowner.
9. The legal basis for land management

It is important to know the legal aspects involved in nature conservation. The municipal employee should have some background knowledge, while the agricultural adviser is an expert in the field. This knowledge is especially useful in the motivation, application and operational phases.

EU subsidy schemes are the backbone for financing nature conservation in Natura 200 areas. Laws and regulations for the various subsidy schemes are the core legal basis for nature conservation. Wading through this complicated legal material can be stressful. This section describes the aspects of the law which should be included in the dialogue between landowners, graziers, municipalities and advisers in the motivation and application phases of the nature project before making decisions on how to put the project together.

The legal basis will also be crucial for later decisions during the operational phase.

All parties involved in a nature conservation project should read and understand all the available options for funding subsidies and the conditions attached to each subsidy scheme. The importance of this cannot be overstated. All other decisions in the project must respect "the legal core" as this affects the conditions which the parties then make decisions on.

9.1 KEY POINTS BETWEEN LANDOWNERS, GRAZIERS AND POSSIBLY MUNICIPALITIES

The following conditions should be discussed by landowners and graziers. The agreements they come to will indicate which legal documents should be drawn up for the project.

It is essential for successful cooperation in nature conservation that all parties agree on the rights and obligations to be borne by each.

If the project budget allows it is a good idea to get an agricultural adviser with extensive knowledge of the subsidy schemes involved as a facilitator in the dialogue between landowners and graziers (and possibly the municipality). The agricultural adviser ensures that there is a structure to the conversation, that any misunderstandings as to the legal basis are corrected immediately and that the parties come to a mutual agreement. The agricultural adviser may also inform you of the obligations to be observed in the subsidy schemes. You can also find a funding subsidies expert on the Expert List, available at: smagpaalandskabet.dk/npekspert.

The discussion should include the following points. When the parties agree, the necessary documents can be prepared:

- What subsidies are relevant?
  - Basic Payment
  - management of grazing and natural areas
  - preparations for grazing (fencing and clearing)
  - establishment of natural water level conditions

- What are the conditions the relevant subsidy schemes contain?
  - Formal requirements: "availability requirement" etc.
  - Requirements for the beneficiary: "Active farmer" concept, etc.
- Requirements for the area and management: What are the conditions for the various schemes? How can we verify that the conditions are met?
- How is information shared between graziers and the committed party which can impact compliance with commitment conditions, e.g. if animals are moved, which areas must not be grazed etc.?
- How can we ensure that the entire area will be managed in accordance with the commitment conditions?
  - Are the requirements for management and inspections clear and unambiguous, or must they be interpreted (for example, "visibly grazed" is a term which needs to be interpreted).
  - Are there parts of the land that animals cannot or will not graze?
  - Is there agreement between the action plan's objectives for management and the requirements set by the commitment conditions?

- Who should the beneficiary of the funding subsidy be?
  - Clear distinction between the committed party and any graziers
  - Clear distribution of responsibilities, cf. rules on availability
  - Risk of breach of commitment conditions

- Should the beneficiary (landowner or tenant farmer) bear the risk alone, or should the grazier or municipality participate in the risk?
  - Participation in the risks of private legal obligations, cf. section 9.5.
  - Limit the application to the completely secure parts of the area

- The price of the lease / grazing rights depends on:
  - The extent of the risk and the agreed risk allocation
  - Who is responsible for the administrative work and to what extent
  - The work associated with management of the land and the project: Fencing, supervision of fences and animals, mowing, clearing, drinking water supply, etc.
  - Need for external assistance (e.g. agricultural advisers) and who will bear the cost

- Will there be financial and/or natural advantages in co-grazing/co-fencing?
  - Creation of a landowners association or company will often be a condition

- Can "enthusiasts" be involved in the project, e.g. through work with association?
  - See details about the possibilities of association or company formation for graziers in section 9.4.

- How will the municipality contribute to the project?
  - If participation by the municipality in the management is desired, this should mean that the municipality assumes responsibility for compliance with any commitment conditions
  - Help with contract formation and follow-up, including in relation to the subsidy schemes
9.2 GRAZING OR LEASE AGREEMENTS?

If the grazier and landowner are not the same person, then use either a grazing agreement or leasehold agreement. Depending on which of the two models is used, control of the land belongs to either the grazier or the landowner.

The traditional starting points for nature conservation are the grazing agreement and the leasehold agreement. Both models are fairly simple in principle, but there is a significant distinction between them which determines who is entitled to apply for land subsidies.

**Crucial differences between the two models**

A **grazing agreement** (see appendix 2) is an agreement for a grazier to receive very limited rights over the land, namely the right to put animals on the land for the purpose of grazing. A **leasehold agreement** (see appendix 3) is comparable to an actual lease agreement for the land. In the leasehold agreement, it is the actual right to use the land that is transferred.
An outline of the general characteristics of leasehold and grazing agreements:

Table 2.

<table>
<thead>
<tr>
<th>Grazing agreement</th>
<th>Leasehold agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Typical one-year agreement (multi-year can be made)</td>
<td>Typical multi-year agreement</td>
</tr>
<tr>
<td>To be paid per animal</td>
<td>To be paid per hectare</td>
</tr>
<tr>
<td>The operation of the area occurs at the landowner's expense and risk</td>
<td>The operation of the area occurs at the tenant farmer's expense and risk</td>
</tr>
<tr>
<td>Landowners may have agreements with multiple graziers</td>
<td>Tenant farmer may enter agreements with (other) graziers</td>
</tr>
<tr>
<td>Landowner maintains the area, fence and any installations.</td>
<td>The tenant farmer is responsible for operation of the area, including maintenance obligations for fences and any installations</td>
</tr>
<tr>
<td>Landowner applies for EU subsidies for the area</td>
<td>Tenant farmer applies for EU subsidies for the area</td>
</tr>
</tbody>
</table>

Overview: [Who can apply for grants, and who has responsibility for the area and animals?] Shows how rights and obligations are distributed. See appendix 1.

For more information about differences and adjustments between agreements, see [SMART Natura fact sheet on leasehold and grazing agreements].

**Special information on grazing agreements and leasehold agreements in areas with funding subsidies for management of grazing and natural areas**

If the owner/tenant farmer of an area is looking for funding subsidies under a grazing scheme, the grazing agreement should outline the obligations associated with the undertaking (such as dense low plant cover or fixed grazing pressure). The parties should cooperate in compliance with the commitment conditions and the contract should state the terms of cooperation so that the land meets the obligations.

In the template for the grazing agreement, there are two different versions of § 4. Which of the two should be used depends on the specific situation and the commitment conditions in the area. The parties should agree on precisely who is responsible for what when writing out the grazing agreement. Parties should also specify in the contract whether the risk of the land being rejected in an inspection is to be borne by the owner/tenant farmer or if the grazier must pay compensation to the owner/tenant if the land is rejected in an inspection.

The law requires that conditions of a lease be documented. The simple fill-in form “Leasehold Agreement for Natural Areas” can be used to document the conditions of the lease. Since leases are typically multiyear, it is appropriate for the contract to be supplemented so that the relationship between the parties is clarified and takes into account changes in legislation, etc.

**Availability requirement**

In this context, the significant difference between the two contract models is who has control of the land:
• In the grazing agreement, control remains with the landowner, who is thus the beneficiary according to the Danish AgriFish Agency (e.g. the grazing scheme and Basic Payment)
• In the leasehold agreement, control is transferred to the tenant farmer, who is thus the beneficiary according to the Danish AgriFish Agency (e.g. the grazing scheme and Basic Payment)

Only the person who has control of the land is eligible to apply for funding subsidies!

In all cases it is the content and not the description of the agreement which determines who is considered to have control of the land. Especially with grazing agreements, landowners should be very careful when assigning control of the area to the grazier beyond grazing rights. It “doesn’t take much” for the Danish AgriFish Agency to consider control of the area to be transferred to the grazier, and thus the landowner cannot apply for funding subsidies for the area.

For example, the Danish AgriFish Agency’s practice is that if the grazier in a “grazing agreement” is required to maintain the installations in the area (e.g. fences, electricity and water supply), then the Danish AgriFish Agency considers control to be with the grazier. The assessment of who has control of the area “tips” very easily.

Read more about Grazing Agreements and EU subsidies at LandbrugsInfo.
9.3 GRANTS FOR NATURA 2000 PROJECTS: CLEARING AND PREPARATIONS FOR GRAZING

Remember that the one who has control of the land can apply for funding subsidies from the Danish AgriFish Agency (e.g. Basic Payment and other land subsidies). However, there are some special requirements for the person who wants to apply for "Funding subsidies for preparations for grazing." Under this scheme, funding subsidies, e.g. for fencing, can be applied for.

The "usual" control requirements do not apply to this Natura 2000 scheme. That is, it is not "only" the one who has control of the area who can apply for funding subsidies for fences. Others, such as the municipality, may also apply.

It is particularly important to keep the availability requirement in mind when considering who is most appropriate to apply for funding subsidies. This is because a funding subsidy for fencing is included in the Danish AgriFish Agency's assessment of who has control of the land.

For example, it precludes a grazier who will subsequently be responsible for grazing the area as part of a grazing agreement from applying for funding subsidies for fencing. If they do, it will "tip" the assessment of control. The grazier will be deemed to have control and will then be the only one who is eligible to apply for Basic Payment and other land subsidies, such as grazing subsidies.

The Danish AgriFish Agency has written a guide on the availability requirement and funding subsidies for fencing: Understand the rules for control in grazing agreements. See examples of situations where there may be problems with applying for Basic Payment.

9.4 FORMING A COMPANY OR ASSOCIATION

In many cases, it can benefit the environment to establish a single large enclosure rather than many small ones. It can ultimately make more sense to have one applicant instead of many applicants for small areas. However it is important to be clear on the rules in the area. There is nothing to prevent the subsidy applicant from being a corporation or an association. When co-fencing/co-grazing with other livestock, it can help to form a corporation or an association to apply for funding subsidies for the entire area as a whole.

EU subsidy schemes are generally characterised by only one person being eligible to be a beneficiary for a project or a fenced area. Subsidy applicants are solely responsible to the Danish AgriFish Agency for meeting subsidy conditions in the area.

There is nothing to prevent the person applying for funding subsidies for an area from being a legal entity (an association or a company). This means that co-fencing/co-grazing with other livestock is largely made possible through forming a company or association, so the company/association is the beneficiary according to Danish AgriFish Agency.

Forming an association or company can be done by both graziers and landowners, depending on who will apply for funding subsidies. The organisation can be done in several ways, the most obvious is described in an article on LandbrugsInfo: "Communal grazing on several plots".
In its simplest form, an association is created which then leases the land from the landowners. Therefore, control of the area belongs to the association, which can then apply for subsidies for both fencing and management (e.g., Basic Payment and grazing schemes). If it is the landowners who establish the association, the association may subsequently lease out grazing rights, but it could also be the graziers who found the association and lease the areas.

In all cases the participating parties must clarify how roles and responsibilities will be divided amongst them. Roles and responsibilities must be included in the association’s articles of association. It is also important for the association’s articles of association to describe who can “sign for” the association (enter agreements with third parties on behalf of the association), and the members or directors liable for the association’s debt. It is always a good idea to have a lawyer help draw up the articles of association. If the parties have discussed and agreed on how they want the association to work in advance, the cost of legal services can be kept to a minimum.

Forming an association or company can also be an option if you want to involve volunteers in nature conservation. In the past 20-30 years, it has become more common to form grazing associations. These are volunteer associations who participate in a project for idealistic reasons. Typically, people with a common interest in nature conservation and a desire to take an active part in it join such associations. Members form a structure for the practical work around nature conservation and care and supervision of animals. Typically, an association leases or owns the animals being put out in the area. Members of the association sell or take meat for themselves from the animals after slaughter so the member fees can be kept to a minimum.
The Danish Society for Nature Conservation has produced a guide, "Practical Guide for Cattle Grazing Associations", describing in more detail the framework and possibilities for forming such associations. The guide can be downloaded at DN's website: Cattle Grazing.

9.5 MUNICIPAL NATURA 2000 CHALLENGES

This section deals with the municipality and Natura 2000 plans. The section describes the beneficiary's legal position in relation to the municipality and the legal status of the Natura 2000 plans, including action plans.

Stakeholders in a nature conservation project must be aware of the various requirements of different government agencies. The Danish Nature Agency prepares Natura 2000 plans and the Danish AgriFish Agency administers the subsidy schemes. The municipality prepares specific action plans to implement the state objectives. When you are part of a cooperation on nature conservation in an area, it is essential to be aware of your legal obligations and rights.

9.6 CHALLENGES OF EU PROJECT FUNDING

All parties involved should keep in mind that it is not an essential objective of the action plans or Natura 2000 plans that funding subsidies be paid for an area. Payment depends on compliance with commitment conditions. This is determined by the Danish AgriFish Agency. The Danish AgriFish Agency does not take into account the municipality's or the Danish Nature Agency's instructions for management of the area or whether the area is managed in accordance with the specific Natura 2000 plans or action plans.

In some areas, the commitment conditions may allow for management which meets the Natura 2000 plan, but there may be areas where the Natura 2000 plan and conditions for funding subsidies cannot be fulfilled simultaneously, or where it is uncertain whether the conditions can be met.

Therefore, as a beneficiary, one risks being in a situation where there is a discrepancy between the management the municipality or the Danish Nature Agency want and the management you need to perform to get the funding subsidies. See more information on this issue below.

In other cases, the desired management complies with the conditions for the funding subsidies, but the management the municipality or the Danish Nature Agency wants:

- costs more than what is paid under the subsidy schemes, or
- requires "more" management than the beneficiary is obligated to provide to get the funding subsidy

The municipality, graziers and landowners must be aware of this and jointly try to find a solution.

9.7 THE MUNICIPALITY'S DUTIES

According to the Danish Act of Nature Conservation, chapter 2a, the municipality has a number of obligations in Natura 2000 areas. Amongst other things, the municipality must implement the measures in each area as shown in the action plan for the area, see § 19b.

The municipality must first try to solve this task by entering a voluntary agreement with the landowner or tenant farmer of the land in question, see § 19c. If no agreement can be made, the municipality may order
the landowner to implement a particular operation of the site or other actions which are necessary to implement the Natura 2000 plan in the area, see § 19d.

If the landowner suffers a financial loss as a result of an order under § 19b (notification scheme) or 19d - 19f (orders), the municipality must pay compensation under certain conditions.

9.8 THE BENEFICIARY'S LEGAL POSITION THROUGH VOLUNTARY PARTICIPATION IN A NATURE CONSERVATION PROJECT

Landowners involved in management of the Natura 2000 areas on a voluntary basis through a request from the municipality that the landowners let their areas be grazed - possibly via a leasehold agreement and with funding subsidies according to the schemes administered by the Danish AgriFish Agency.

The legal basis here is clear: Here, the beneficiary is participating in nature conservation on a voluntary basis. The municipality is not party to any agreement. Landowners and graziers enter an ordinary grazing or leasehold agreement where they are mutually obligated to each other.

The subsidy applicant is responsible to the Danish AgriFish Agency for ensuring that commitment conditions are met. By law the subsidy applicant must not go "above and beyond" meeting the commitment conditions and is not required to follow the municipality's or the Danish Nature Agency's instructions for further management of the land.

The subsidy applicant may of course voluntarily choose to follow the Danish Nature Agency's/municipality's management instructions for the area, possibly including a conservation plan. It may also be appropriate to assess in advance which form of inspection would be most appropriate for the grazing subsidy based on the ability to comply with the commitment conditions and meet the objectives for management and animal welfare.
However the legal consequence of this being voluntary is that it has no influence on the subsidy applicant's commitments to the Danish AgriFish Agency: When the land is inspected, it is still assessed based on the Danish AgriFish Agency’s control criteria, and only that.

You as a beneficiary should thus be aware that you bear the risk for the municipality's management instructions and initiatives described in the action plan being kept within the framework of the management which must be done according to the subsidy schemes applied for. Otherwise there is a risk that the funding subsidy will not be paid and there may be repayment requirements.

Therefore it is crucial that both the municipality and the beneficiary be aware of the obligations to be met in the undertaking. If, for environmental reasons, there should be management of the area which is not in agreement with the commitment conditions, you can apply for dispensation from the Danish AgriFish Agency. It can be a big help if the municipality includes a professional explanation of why an exemption from compliance with the commitment conditions is being applied for. An example might be a case where winter grazing would be optimal conservation and thus the animals will need supplementary feeding during the winter. Similarly, the municipality could recommend a lower grazing pressure in an area based on a professional assessment.
10. Legislation, regulations and subsidies of importance for nature projects and natural areas

There are a variety of rules that have significance in natural areas. Particularly in the motivation phase, it is important to ensure that landowners are thoroughly informed about how they might be affected by a nature project. In the application phase and the operational phase, a good understanding of the laws and regulations is also needed.

New rules will have particular importance in areas where care is initiated. In connection with advising farmers on land management and especially if farmers will participate in nature projects, it is important to discover early on possible future restrictions, limitations or future conservation requirements which the farmer may have to be responsible for.

Though unknown future regulations cannot be taken into account, farmers should be informed as much as possible about the potential impact of a nature conservation project. It is important that they are involved in a project on an informed basis as possible. It will build trust and credibility to identify potential barriers early on, rather than only pointing out all the positive things about a project. At the same time, this allows for identification of problems and the opportunity to address some of the key barriers which may arise in the project.

Below is a list of the main rules which can affect individual landowners in connection with nature projects. The list is not exhaustive, but if the agricultural adviser covers the topics in Table 3 below for each landowner, then they should be covered in relation to the known possible effects of nature projects. Some apply only to Natura 2000 areas, while others apply to all natural areas.

Table 3. Agricultural Adviser’s checklist for each landowner in the project

<table>
<thead>
<tr>
<th>Natura 2000 areas:</th>
<th>Relevant?</th>
<th>Clarified? Requires further action: Yes/No</th>
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</thead>
<tbody>
<tr>
<td>Impact assessment</td>
<td></td>
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<tr>
<td>Review scheme</td>
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<td>Voluntary agreements and orders</td>
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<td>Natura 2000 projects:</td>
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<tr>
<td>Clearing</td>
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<tr>
<td>Preparing for grazing</td>
<td></td>
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<tr>
<td>Improved water level conditions</td>
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<tr>
<td>Area of operation developed to a § 3 environment</td>
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<tr>
<td>Nature conservation may have implications for other production</td>
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<tr>
<td>Environmental approvals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All natural areas - both inside and outside Natura 2000 areas:</td>
<td></td>
<td></td>
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<tr>
<td>Funding subsidies for nature conservation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clearing obligations</td>
<td></td>
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<tr>
<td>15 years restoration</td>
<td></td>
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<tr>
<td>1 year rule at the cessation of environmental subsidy</td>
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<tr>
<td>Appendix IV species</td>
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<tr>
<td>Protected species</td>
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</table>
Below is a brief description of the individual rules which the agricultural adviser should guide the landowner on the consequences of.

10.1 NATURA 2000 AREAS

The Natura 2000 plan sets objectives for the management and nature conservation to occur in the Natura 2000 area. It is a political decision that management must occur through the landowners signing voluntary agreements with authorities and possibly applying for funding subsidies through voluntary environmental schemes under the Rural Development Programme.

Impact assessment

Special rules apply in Natura 2000 areas to ensure and preserve the unique natural habitats and species in the areas and improve conditions for them. Before the authorities give permission or authorisation which could change the Natura 2000 areas, they must make an assessment (impact assessment) of what is being applied for and review whether it would cause deterioration of natural habitats or species prioritised in the area. This applies, e.g. to environmental approval of livestock.

Permission or approval may be granted on terms which ensure that there is no damage to species or habitats which the area is designated to protect.

Read more in "Guide to Executive Order no. 408 of 1 May 2007 on the designation and management of international nature protection areas and protection of certain species."

Notification scheme

A notification system has been introduced in Natura 2000 areas. Here there will be a requirement for advance notice of a number of specific activities. The notifiable activities include a number of ordinary operational changes which otherwise would not require a permit, authorisation or exemption under the current legislation.

Examples of notifiable activities which may be involved in projects in preparation for grazing and the award or termination of contracts for management through grazing in Natura 2000 areas:

- Cultivation of permanent grazing areas in bird protection areas
- Substantial change within a short time of grazing intensity, including the cessation of grazing or mowing
- Clearing thickets of juniper on grasslands which are not covered by Section 3 of the Danish Act on Nature Conservation
Factbox

Since 2004, it has been required to report a number of operational changes in Natura 2000 areas (both in wooded areas and in the agricultural and natural areas) to the municipality.

In agricultural areas, the following operational changes must be reported to the municipality:

- Planting of Christmas trees and forests, perennial energy crops, hedgerows, etc. in bird protection areas.
- Clearing of deciduous forest as well as changing of tree species and planting of deciduous forest.
- Changes in the condition of lakes, heaths, bogs, etc., as well as salt marshes, marshes, water meadows and grasslands which do not meet the size requirement in § 3 (100 m² of lakes and 2,500 m² of other habitat types individually, together or in connection with lakes).
- Changes in the state of inland salt meadows, springs and variety as well as streams which are not designated in accordance with § 3.
- Cultivation of permanent grazing areas in bird protection areas.
- Cultivation, planting and leveling of dunes.
- Clearing thickets of buckthorn, creeping willow and juniper and forests of pine trees on the dunes.
- Clearing thickets of juniper on grasslands which are not covered by § 3.
- Substantial change in the operation of grasslands, including the cessation of grazing or mowing.
- Substantial change in the use of animal manure, including switching from commercial manure.
- Establishment of facilities necessary for farming, including roads, turning points and shelters.
- Establishment of non-listed activities in the areas which can cause disturbances (e.g. noise).

The municipality must then evaluate how the operational change will affect species or habitats for which the area is designated to protect or whether the change has no effect.

If the municipality assesses that the operating change is significant, the applicant should create a voluntary agreement on operation, e.g. through the owner looking for a new environmental subsidy for grazing. If this is not possible, e.g. if landowners have sold the animals or are not interested in continuing existing operations, the municipality may order that a particular operation should continue in the area. The landowner must then accept that the municipality is now responsible for management of the land. The municipality may instead not order the landowner to be responsible for management.

Compensation is paid for the losses, and a settlement is given to landowners. There must also be compensation for the restrictions in control of the area this entails. Compensation is calculated in the same way as conservation damages - such as decline in market value.

Landowners should report operational changes within a reasonable time, as the procedure can take up to six months. Sometimes more.

There is great risk that landowners who do not know the rules and possible consequences in advance will feel ripped off and lose confidence in the authorities. Therefore it is important that landowners are well informed about the rules and that the authorities manage the rules in a transparent manner. Landowners must not be in doubt about what to expect after agreement and they should know the consequences when participating in projects.

See schedule and guidance on review of operational changes in Natura 2000:

Review Schedule Link: [http://naturstyrelsen.dk/media/nst/Attachments/SkemaAnmeldelseNatura2001.doc](http://naturstyrelsen.dk/media/nst/Attachments/SkemaAnmeldelseNatura2001.doc)

Manual Link: [http://naturstyrelsen.dk/media/nst/Attachments/anmeldevejledning.pdf](http://naturstyrelsen.dk/media/nst/Attachments/anmeldevejledning.pdf)
Voluntary agreements and orders
Situations may arise where the current operation of an area leads to an inability to implement the Natura 2000 plan, or there could be other situations which were not anticipated in the Natura 2000 plan which could threaten species and habitats in a designated area. If this happens, the municipality must always first try to enter a voluntary agreement with the landowner on the necessary efforts to meet the objectives of the Natura 2000 plans. In cases where this is not possible or adequate to slow a negative impact and the plan cannot be realised, by law the authorities can order a specific operation/operational change without prior notice. In those exceptional cases where a threat was not foreseen in the Natura 2000 plan, the municipality has a duty to temporarily follow a specific operation in an area, paired with compensation, as under the notification requirement.

More detailed regulations are shown in The decree on the notification system under the Danish Act on Nature Conservation § 19 b and the Forest Act § 17.

Natura 2000 project scheme
In Natura 2000 areas it is possible to seek a special 100 percent subsidy for projects for clearing and preparation for grazing and natural water level conditions.

Subsidies for clearing overgrown areas
The subsidy can only be applied to areas not already covered by the clearing obligation (read more about clearing obligation in section 10.2).

It is important to inform the landowner that after implementation of a clearing in an area, the area continues to be subject to the clearing obligation. It is therefore important to agree on who will continue to be responsible for the management and future clearing of the area.

There may be a need to apply for a dispensation under Section 3 of the Danish Act on Nature Conservation if a clearing causes a change in condition.

Preparing for grazing
All investments made in a project must be maintained for a minimum of 5 years. This means in practice, e.g. that fences must be maintained for 5 years after the project is completed. If something breaks during the project (e.g. a pen), it will be repaired at the committed party's expense. Therefore agree beforehand who is responsible for maintenance and inspection of the investments.

Natural water level conditions
It is important to inform the landowner that the area included in the project will be subject to an easement that it permanently needs to remain a wetland and be maintained as a grassland and natural area. Be sure the landowners are aware of all the rules and easements which will apply to the project area.

Read more on subsidies in Natura 2000 areas in the booklet: Nature conservation in Natura 2000 - Subsidy opportunities 2015 or in the guidelines:
Guidlines on commitments for Natura 2000 projects for clearing overgrown areas and preparation for grazing
Guidlines on commitments for Natura 2000 projects to create natural water conditions
Area of operation developed to a § 3 environment
Farmed land connected to nature projects may eventually be included in the nature projects. For example, in order to merge the natural areas, it can be necessary to extend the grazing areas. It is important to make landowners aware that areas with overgrown grass for a number of years can develop to be covered by Section 3 of the Danish Act on Nature Conservation. Particularly if they share grassland with § 3 areas and soil and landscape conditions promote § 3 protection. Landowners should also be informed that a series of operational changes must then be reported via the notification system.

Nature conservation may have implications for other production
The purpose of getting landowners to perform nature conservation is usually to combine, increase or enhance natural areas, so that new or larger natural areas arise, and the quality of existing natural areas is improved. When nature is improved, or natural areas are extended, it can affect the property's other production or expansion opportunities in relation to environmental legislation.

Many farmers are worried about the secondary effects of nature conservation in relation to other legislation if good nature conservation can lead to further restrictions on their production. The consequences are particularly serious where an improved natural or enhanced natural area can lead to restrictions on environmental approvals.

Environmental approvals
When the natural value of nature areas is improved or new habitat types develop and are mapped or extended, it results in the requirement of review/impact assessments for future activities, plans and projects which directly or indirectly affect the nature in the area. Landowners should be aware that the land is unlikely to be involved in other purposes when the environment has achieved a high value.

The vast majority of livestock are sooner or later subject to requirements for an environmental approval. For the environmental approval of livestock farming, there are restrictive requirements for livestock farming's allowable ammonia impact on nearby natural areas. The requirements are particularly restrictive in Natura 2000 areas for a wide range of natural habitats, heaths and grasslands covered by § 3 protection (Category 1 nature, see table below). The requirements of environmental approvals also apply to previously legally established livestock. Therefore it can have tremendous consequences if nature conservation causes livestock farms to not develop their livestock due to restrictive ammonia requirements. The consequence may be the loss of market value and profitability, which over time can lead to dissolution of the production. It will be a very untenable situation both for the authorities and livestock farming if nature conservation efforts subsequently cause many restrictions – even if the effects do not occur until many years after the management is implemented. It is therefore extremely important that these risks are identified and that there is a dialogue about possible consequences and alternatives when developing new or larger habitats.

Be aware that the development of new natural areas or expansion of natural areas outside Natura 2000 areas may also lead to restrictive requirements for livestock farming/nature conservation with livestock. This can happen when nature projects and management lead to areas with heaths and grasslands becoming enlarged and becoming subject to Category 2 (see table below). Expansion of areas with heaths and grasslands occurs over a number of years, but if the objective of nature conservation is precisely to expand and possibly tie together existing habitats, it is a concern amongst landowners, who should be taken seriously and the possible consequences should be discussed openly.
Table 4. Habitats and requirements

<table>
<thead>
<tr>
<th>Habitats</th>
<th>Established protection</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Category 1. § 7, paragraph 1, no. 1</strong></td>
<td>Max. total deposition depending on the number of livestock farms nearby *):</td>
</tr>
</tbody>
</table>
| *Almost all mapped Natura 2000 habitats in designated areas, regardless of size, except the most coastal and riparian. Heaths and grasslands within the international natural protection areas which are not mentioned above but are protected under Section 3 of the Danish Act on Nature Conservation* | 0.2 kg N/ha/year at > 1 livestock  
0.4 kg N/ha/year at 1 livestock  
0.7 kg N/ha at 0 livestock                                                  |
| **Category 2. § 7, paragraph 1, no. 2**                                   | Max. total deposition of 1.0 kg N/ha per year                   |
| *Raised bogs, lobelia lakes and heaths greater than 10 ha, which are covered by Section 3 of the Danish Act on Nature Conservation, and grasslands larger than 2.5 hectares which are covered by Section 3 of the Danish Act on Nature Conservation, all outside the Natura 2000 areas.* |                                                            |
| **Category 3.**                                                          | The municipality will specifically assess whether to establish maximum mercury deposition and what the requirement for maximum deposition should be. The requirement may not be a maximum mercury deposition of 1.0 kg N/ha per year |
| *Moors, marshes and grasslands which are protected by Section 3 of the Danish Act on Nature Conservation, and ammonia-sensitive forests* (which are not covered by the above). |                                                            |

*) The level of protection depends on the number of livestock in the immediate area.

When making agreements on nature conservation, it is essential to try to identify the following beforehand:

- Can good conservation of the surrounding natural areas develop their natural state such that the areas gain the status of habitat types and become subject to stricter ammonia requirements?
- Can nature conservation lead to new areas developing into § 3 protected areas?
- Must the 15 year re-cultivation right (see section 10.2) be applied for,
- or is the landowner clear that the land can grow into a § 3 protected area?

10.2 FOR ALL NATURAL AREAS - BOTH INSIDE AND OUTSIDE NATURA 2000 AREAS

**Funding subsidies for nature conservation**

Consequences of applying for Basic Payment or entering grazing schemes are not described in detail here, as the funding rules are constantly changing. Please refer instead to the topic pages on LandbrugsInfo about Direct area payments (Basic Payment) and Environmental Systems / MVJ (funding subsidies for management of grazing and natural areas) which are continually updated.

**Clearing obligations**
A clearing obligation means that in areas with the status of farmland, growth of trees and shrubs are cleared at least every 5 years. Areas covered by the clearing obligation should be maintained, e.g. through mowing or grazing as needed. This means that the raising of cultivated trees and bushes which are more than 5 years old should be eliminated. This does not apply to trees and shrubs which grew up before 2004.

Please note that by clearing areas protected by Section 3 of the Danish Act on Nature Conservation, there may be instances where a clearing requires a prior dispensation. If areas are established with another natural elements, e.g. through planting or seeding, a notification must be sent to the municipality. Thus the areas are exempt from the clearing obligation.

Read more about the clearing obligation on Retsinformation's (Legal Information) website:  
Executive Order on land resources' use for cultivation and nature  
Guidance on the rules on land resources' use for cultivation and nature

15 years re-cultivation right
Since 2004, it has been possible to register areas for the 15 years re-cultivation right. This declaration means that the area is not covered by Section 3 of the Danish Act on Nature Conservation, even though the area is physically developing a protected environment.

This means that if a declaration is accepted by the municipality, the area can be re-cultivated for the next 15 years. However there is a requirement that the area is not already protected by Section 3 of the Danish Act on Nature Conservation. The re-cultivation right does not apply in relation to other legislation such as the notification requirement for Natura 2000 areas, the Danish Water Courses Act, the Ochre Act or the protection of protected species and appendix IV species.

The right to re-cultivate was previously used to register fallow fields, but can also be used for permanent grazing areas or uncultivated areas where there is currently no desire for cultivation, but there is the possibility of subsequent involvement of the land in crop rotation is to be kept open. This may be particularly relevant with termination of Environmental Agreements.

Be aware that areas declared for 15 years re-cultivation rights are still subject to the clearing obligation and any requirements for "Good Agricultural and Environmental Condition" (GAEC) via the rules of the Basic Payment Scheme.

1 year rule at the cessation of environmental subsidy
The 1 year rule states that until one year after termination of a contract with a public authority, the land may be taken back for operation again, regardless if the area has in the meantime assumed the character of a § 3 protected area. Contracts entered with a public authority may include areas with environmental commitments, areas set aside according to the former Set-Aside Scheme or land covered by a conservation plan. Areas already covered by § 3 protection, when there is an agreement with a public authority, are not subject to the 1 year rule.

Appendix IV species
39 Danish animal species are considered particularly vulnerable and endangered. This applies to such diverse species as bats, otters, wolves, a number of insects and various amphibians. The species are listed by the EU Habitats Directive Appendix IV and are therefore colloquially known as Appendix IV species. Appendix IV species may not be captured or killed, and their breeding sites and resting places must not be damaged or destroyed. This means that even if the area is declared under the 15 year re-
cultivation right, Appendix IV species' breeding sites and resting places are protected. If an area for re-cultivation has become a breeding site or resting ground for Appendix IV species, other suitable breeding sites or resting places (preventative measures) must be established in the immediate area before the area can eventually be re-cultivated.

Overview of the Danish species on the Habitats Directive appendix IV can be seen under the Habitats Directive Appendix IV species on LandbrugsInfo. Read more in the Danish Nature Agency’s Guide to Executive Order no. 408 of May 1, 2007 for the administration of legislation on the protection of appendix IV species.

Protected species
Animals and plants threatened with extinction are protected. This means that the animals may not be collected or killed, and plants must not be removed from the place they grow or be destroyed.

All wild mammals and birds are protected unless hunting law gives permission to hunt them. In addition, all reptiles and amphibians and 10 species of insects are protected. This also applies to some endangered plant species, including all orchids. See the list of protected animals and plants at Danish Nature Agency.

Protected animals and plants are protected by the Executive Order on Species Conservation which can be seen on Retsinformation’s website under executive order no. 330 of 19/03/2013, which, in particular, contains the Danish implementation of Articles 12 and 13 and thus the Habitats Directives Appendices II and IV.

The Executive Order includes a ban on intentional acts. This means that if a protected species presents itself protected in, e.g. a permanent grazing area, they must not be killed, collected or removed from the area.

For example, if protected species have arrived in an area declared for the 15 years re-cultivation right, any re-cultivation can only occur if the protected species is taken into account. The protected species must not be intentionally damaged or removed from their habitat. Areas which have grown in recent years are not the most obvious habitats of protected plants and animals.

10.3 PLACEMENT OF THE NEW NATURAL HABITAT

When existing natural habitat must be expanded, it may make sense to consider where it is most appropriate for the expansion to happen so that the environment has as optimal of conditions as possible, and so companies in the area have the greatest possible expansion opportunities. New environments, with the restrictions they bring for the agricultural industry, can create a significant reluctance for action and can ultimately make it difficult to get the necessary agreements on nature conservation.

In active planning for the expansion of habitats, it can help to have a good dialogue not just internally within the municipality, but also with the industry where the main interest is in intensive livestock production and there will generally be concerns and commercial implications for new environments, and where there is more interest in nature conservation as an operating industry. When there are minimal outside influences on nature, there are also the best conditions, and management efforts may be less demanding than a location where there is already a large impact from airborne nitrogen. See the example in the figure below.
Figure 2. Placement of potential natural habitat, appropriate or inappropriate.
11. Cooperation and collaboration models

This section on cooperation and collaboration models is to be used in the planning phase when a collaboration model is selected and particularly in the motivation, application and operation phases. It draws from the cooperation triangle (see also Chapter 2 Introduction - 2.4 The nature project's basic premise), and explains the assumptions, realities and basic conditions which apply to landowners, municipal employees and advisers. The objectives of the municipal action plan and the state's nature plans will be achieved through voluntary agreements. The solution to the task is approached very differently in the Danish municipalities.

Smart Natura has monitored Vejle Municipality's cooperation with the landowners in Egtved River Valley and Upper Grejs River Valley with regards to projects for preparations for grazing and subsequent management. A series of mobile team meetings held around the municipalities, and a series of interviews with people who have extensive experience with projects, has resulted in the description of the six different models of cooperation that are presented in this section. The models should serve as inspiration for cooperation.

In the cooperation triangle, green organisations are not mentioned. These organisations can be important partners and are mentioned in some of the cooperation models.

Cooperation Triangle
The Project Triangle illustrates three possible relationships which can ensure the overall common objective of the implementation of Natura 2000 action plans. In the middle of the triangle is the common goal: the nature project. Cooperation on all three sides of the triangle provides a solid basis for achieving the goal.

Cooperation between the landowner and the municipality is often characterised by the fact that there is an immediate alignment of interests between the two. When volunteer projects are to be carried out on landowners' land, the landowner is the ultimate decision maker. It is important to establish cooperation and mutual trust, which means that the parties acknowledge common interests. It is typically the landowner who translates the nature project's purpose into everyday operations. Conversely it is typically the municipality who can assess the impact of the landowner's operation on the quality of the environment. In order to achieve the objective of the action plans, the two parties must agree on a common plan which both parties can see themselves in.

When the advisor and landowners cooperate, they work both with goals for the future and how to translate them practical action. With nature projects, the adviser must help the landowner recognise the pros and cons of the project and compare them with the landowner's goals for the area. Traditionally the agricultural adviser is paid by the landowner and works directly for the landowner and not the project itself. The adviser can help the landowner assess the consequences of entering a nature project and assess alternatives.

The municipality, as an authority, has advisers from many political and professional fields. In some of these fields they have common interests and others they have conflicting interests. To cooperate on nature projects, it is necessary to set and keep an agenda. The two parties have different basic situations and different reasons for cooperation. For the cooperation to be fruitful, each employee needs to respect this. In the nature project's motivation phase, advisers can typically contribute to planning projects and
taking into account the requirements the landowners will have for subsequent management of the area. In the following phases, the municipality and adviser can complement each other in the landowner dialogue.

The different cooperative relationships have some challenges where goals and reality do not always go together. Knowledge of each other’s challenges in everyday life is a great strength. Knowing each other’s realities and basic situation creates mutual respect for each other’s work, so it is important to have a local dialogue.

The next section attempts to describe realities and basic conditions as an introduction to the partners involved in the cooperation triangle.
11.1 THE MUNICIPALITY’S REALITIES AND WORKING CONDITIONS

The municipal dilemma

Until 2021, the municipalities have an obligation to implement a number of measures to protect the environment in Natura 2000 areas, see the adopted and future action plans for the Natura 2000 areas. There are two fundamental tasks in connection with this:

1) To ensure a favourable conservation status for the habitat types and species designated for each of the Natura 2000 areas

2) To increase the area of designated habitat types in each area

The action plans will be implemented through voluntary agreements with landowners. Individual landowners are encouraged to apply for subsidies for fencing/clearing projects and subsequent subsidies for grazing in their areas. But what is the incentive for landowners to apply?

Often it is necessary in a landowner dialogue to motivate and create fertile soil for a project in their area. Municipalities are not required to contact landowners or try to motivate them to apply for funding subsidies, but there is nothing to prevent municipalities from entering a dialogue with landowners to plan and implement concrete action. A challenge in this context is that municipalities connected to the Natura 2000 project have not been awarded additional funds for this dialogue.

It is a dilemma to mobilise enough landowners to take an interest in nature conservation and apply for funding subsidies from the Natura 2000 schemes, as this is a task the municipality is not obligated to perform. It is an administrative and political choice whether individual municipalities will prioritise resources for the implementation of Natura 2000 projects and support the future operation of the areas.
The municipality’s choice of processes in Natura 2000 areas

Within the municipality and with regards to the degree of involvement in specific projects, it is important that administrations and politicians establish broad guidelines for how the municipality will meet its Natura 2000 obligations.

Basically there are three ways someone from the municipality can choose to look at a task:

1. The municipality leaves it entirely to the landowners and their initiative, which occurs sometimes in Natura 2000 areas.

This strategy can be described as extremely risky, as the municipality has no input on the process, content or progress. Therefore the municipality risks getting disjointed natural content which does not meet our obligations and may not reach the objectives on time.

2. The municipality hires an agricultural adviser for the task.

This strategy ensures good momentum because landowners usually have great confidence in their agricultural advisor and because the advisers can supply a wide range of advice through their familiarity with subsidies and various pitfalls. The dialogue between the municipality and agricultural advisory service allows joint ownership of Natura 2000 planning and is therefore a key aspect of the operation, with the agricultural adviser as a process catalyst.

3. The municipality solves the problem itself.

Finally, there is the possibility that the municipality instructs its own employees to manage the landowner dialogue. If the employee has the skills and time for the task, this strategy ensures the efforts are rooted in the action plans and a solid basis for subsequent management. Municipalities must ensure that landowners know the responsibilities that they now have for the area and the subsidies for which they can apply. Here it is important to include the agricultural adviser, who is a specialist on subsidies and area rules.

The degree of municipal involvement

Once the process is defined, it is important decisions be made on an administrative and political level on the degree of involvement the municipality wants to have in specific projects in light of the overall project budget, legal responsibility and subsequent operation. There are many different approaches and models for how individual municipalities handle this. It may be appropriate to consider the following questions:

- Will the municipality itself stand as applicant and project manager for the whole project with responsibility for receiving the funding as well as fulfilling all the commitment conditions?

- Does the municipality choose to assume the entire responsibility for the project and if so, what constraints should be imposed on the landowner?

- How much will the municipality be involved in future operations including subsequent management, maintenance of fencing and procurement of livestock for grazing?

- Will the municipality co-finance elements of the project, e.g. that which cannot be covered by the funding subsidy?

- Will the municipality motivate the landowner to apply for subsidies for the project and handle the implementation themselves?
• Will the municipality pay an agricultural adviser by the hour so the landowner can have the application prepared by an adviser?

Whichever model the municipality chooses, there must be room to engage in the task.

**Time for the task**
If we as a municipality must be proactive to catalyse nature projects in Natura 2000 areas, it requires employee resources of a certain size for the task. If serious momentum must be ensured, then an employee should be completely devoted to the task at the time, because it requires dedication, progress and close follow-up with landowners to get them to go along with the ideas. The task is certainly to motivate, increase awareness and create ownership with the landowner with regards to taking on a natural care task. The task requires the creation of another kind of project culture in the municipality. It is a managerial task to create the necessary work room to allow the municipality to fully take on the task.

**The administrative burden**
If we as a municipality begin the task of applying for funding to complete our projects, put money aside for the project, etc., it is important to realise that there is an administrative burden associated with applying for these funds. A complicated set of rules now exists in Danish AgriFish Agency's subsidy schemes which must be observed to the letter in order for the municipality to be sure that all the subsidy funds will be disbursed.

These include the following:
• Modification requests if there are changes in the project scope, content of the project, a postponement the deadline, etc. Modification requests occur in many projects for many reasons.

• Purchase of three offers on the construction project.

• Presentation of project accounts

• Inspection visits

There should be time and interest to build the skills necessary to solve this part of the job. Here it will be important that there is an opportunity to get help with the accounting part of the project, including payment documentation, etc.

11.2 THE MUNICIPALITY’S REALITIES AND WORKING CONDITIONS

Many landowners find that they have little or no knowledge of the actual Natura 2000 action plans in the areas where they have land. Nevertheless many landowners still choose to be positive about entering into management agreements.

The following is based on a barrier study taken from Chapter 4 of this handbook and the experiences continuously collected in the SMART Natura project.

There are three basic conditions for virtually all landowners which the municipality and advisers must respect and meet as much as possible:

• The nature conservation must not become burdensome

• The project must not require increased landowner costs

• The project must not cause a risk of derivative environmental restrictions

The landowner’s view of the municipality may in some cases have an impact on whether he or she will enter a management agreement. Everyone wants to be involved in the design of a conservation project, regardless of whether they choose to enter a management agreement or not. The fear of increased paperwork is taken into consideration when making a management plan. Full-time farmers in particular count more paperwork as a concern. In small areas, landowners may consider whether it is best to lease the land, as the costs of paperwork and consultancy can quickly exceed the income of the area.
Landowner groups are different

There are many different types of landowners. There are landowners who have property as a hobby and some who run the farm as part-time or full-time work. In recent years there have also been landowners who have their main income from nature conservation. Landowners care for natural areas and potential hunting interests in various ways, which often leads to very different approaches to what should be done in the area. Some want grazing land, while others want the land to more or less just look after itself. Most full-time farmers also perceive cultivated farmland as a good natural environment. Overall this diversity means that there will be many different outlooks on nature to account for.

Over half the landowners are concerned about a management agreement which could result in additional environmental restrictions. Some fear that nature conservation could go over to a future environmental approval on their or their neighbour’s farm.

Previously, cross-compliance could be a great risk for some landowners, but since 2015 the plant cover requirement has been removed from cross-compliance. Landowners no longer need risk that their other agricultural areas could be affected by sanctions because of rejections due to plant cover in natural areas.

Not everyone will take advice on agriculture, nature, forests or finances. This can sometimes cause communication difficulties with landowners who may have difficulty understanding the technical language spoken. In the Natura 2000 areas in Grejs and Egtved River Valleys which SMART Natura followed...
during the project, more than half the landowners are not full-time farmers, and therefore there are a large number of landowners who do not have much knowledge of the subsidy schemes.

All landowners are obviously different and have their own reasons for rejecting or entering a management agreement. Common to everyone, however, is that they want to be involved and listened to. If they can be part of a nature conservation agreement without too many drawbacks, most likely will.

Landowners particularly request more knowledge about subsidies, rules and natural benefits. This condition is important because many environmental schemes are constantly changing. It is important that landowners are updated, as there are often several Executive Orders they have to be aware of.

11.3 THE ADVISER'S REALITIES AND WORKING CONDITIONS

The "adviser" in the cooperation triangle is the landowner's adviser. They could be an adviser from an agricultural advisory company, from the Danish Forest Owners Associations or from other consulting companies specialising in nature conservation advice. In general the landowner pays for the advisory services. However, in this section other funding models are presented.

The adviser helps the landowner clarify goals and future plans around the operation of the areas in question. Based on the landowner's goals, the advisor may help clarify the pros and cons of entering a nature project. The advisor can supply a basis for decision-making for the landowner which can illustrate the investment in time and money and the potential benefits. The landowner is the adviser's client and the adviser therefore acts as the landowner's "lawyer".

Stor Kobbersneppe Mande, photo: Mads Fjeldsø Christensen, Vejle Municipality.
Professionalism and politics
The local farmers' associations and family associations have their own Board of Directors, which are elected by the association's members. The Board sets the political direction and is solely responsible to the members and the association's articles of association. The local Boards cannot enforce common attitudes or obligations nationwide. Agriculture as a whole is a big believer in volunteerism as a means to national legislation on environmental projects in Denmark. Therefore the political presentation on a national scale is that new requirements should be based on voluntary actions.

Agricultural advisory companies are often owned by several associations which do not necessarily follow the same politics. This means that virtually all agricultural advisers are working under different conditions when it comes to working with Natura 2000. For example, we from the SMART Natura project learned that some associations have different political approaches to the way agricultural advisers must be included in the work of Natura 2000 plans. Some associations want the agricultural adviser to be very active in municipal planning for Natura 2000 projects, while other associations' position is that work on Natura 2000 should occur through seeking individual advice from individual landowners.

Successful nature projects will lead to a natural area which becomes larger or of better natural quality than it was before the project was completed. An unintended secondary effect of this is that a farm with livestock near the natural area will find it more difficult to get permission to implement farm expansions. For some rural and family associations, it can be difficult to support initiatives which help introduce or increase restrictions and rules for farming in Denmark. Therefore it may be difficult to recommend nature conservation in an area adjacent to a customer/landowner who is aware that the client or a neighbour could have some restrictions imposed on them.

There can be large differences between the individual adviser's working areas. In particular, horticultural advisers focus on the rules concerning land subsidies and rules in relation to repayment requirements if conditions are not met. With a horticultural advisor, there is also a special focus on incidents which could lead to a reduction in the amount of funding as a result of cross-compliance. Nature and environmental advisers generally work most with environmental applications, nature projects and wildlife management.

Funding of advisers for landowners
It is common for most advisers to have a requirement that the majority of their work for the year must be invoiced and generate revenue for the company. This means that the adviser's prioritisation of tasks may depend on whether the task is paid. Getting involved in a project must be a business – it must be profitable economically, otherwise it is not attractive for the advisory company. Involvement of advisers in projects where there is a previously agreed time frame and funding can therefore be difficult.

The adviser may encounter landowners who will question the adviser's impartiality and ability to advise landowners in the best possible way if it is the municipality paying for the advice - "he who pays the piper decides what is played." In principle, any advisor should be skilled enough to serve the landowners' interests in all cases - after all, this is the purpose of the advisory company. But this should be articulated between the adviser and landowners.
11.4 SIX MODELS OF COOPERATION

A nature project is best rooted in the framework of a cooperation model. Not all cooperation models include all phases in a nature project. Therefore it is possible to combine various elements from the different models. As mentioned in the introduction to this chapter, we have identified six different models in the project:

A. Municipal paid advice
B. Green alliances
C. Landowner-driven project
D. Nature conservation cooperation
E. Nature conservation associations
F. Purchase a complete package

The six models of collaboration are described based on the main issues which are important to be aware of in a nature project. There are some cooperation models where it is not decided who is the project manager and what the project manager’s role is. It is always important to identify responsibilities in order to ensure progress in a nature project. Also see Chapter 3 Good project culture in municipal and consulting companies and Chapter 16 Overall conclusions and recommendations.
When assessing cooperation models it is also important to consider who can put money up until the project subsidy is paid. In projects where funding subsidies for construction and elements of the project are applied for, the costs are incurred before the subsidy is paid out. Therefore the project’s committed party has a period when there is a liquidity drain where there must be room for daily operations. This challenge must be addressed before a project can begin. Experience shows that it may take many months from the first cost incurred until the subsidy is paid, and it is not uncommon to have 9-24 months of cash outflow.

It is far from all landowners who can take the strain on their credit which medium or large projects would require for such a long period. When a project is planned and agreed upon, it is necessary that an agreement be made on how the project is financed, both in terms of total financing and intermediary financing. In projects where the landowner is the Project Manager and committed party, it is necessary that the landowner can maintain the intermediary financing. For the other cooperation models it would be either the municipality or the advisory company in charge of the financing. Not all municipalities and not all advisers are willing to participate in intermediary financing and risk it entails.

A. Municipal paid advice
A cooperation model where the municipality controls the project and pays for necessary advisers for landowners.

The model is particularly useful in the highlighted phases
- The planning phase
- The motivation phase
- The application phase
- The construction phase
- The operation phase
- Long-term operation
- Development

Basic principle
With cooperation around nature projects, it can be beneficial to prioritise different skills. The municipality is not usually fully updated on all the rules which apply to landowners in connection with applications for funding subsidies for areas with nature conservation initiatives. Therefore several municipalities prioritise this knowledge being paid for when a project is initiated for management of a natural area. Depending on management duties or the nature project, an agricultural adviser is engaged to advise the landowner. The municipality pays for the time an adviser spends. The advice can take place at different levels in different phases of the project and depends on the challenges each project or individual landowner faces.

- Shared advisory services related to joint landowner meetings. Multiple landowners get the same information about the possibilities of the project (motivation phase)
- Individual advising of the landowner in the field where opportunities and challenges are discussed. Here a common solution is often found to the mutual benefit of landowners and the environment (motivation phase)
- Individual advising of landowners in the case of leases, grazing agreements and application for land subsidies (operational phase)

This cooperation model has been used in LMO for years. The form of cooperation with the municipalities is agreed for each task or project where the municipality assesses there is a need for advisory services for landowners. The municipality pays as agreed for the hours put into solving the task.
Process coordinators and facilitators
It the municipality has the initiative because the municipality has a task to be solved. However it is important that both the municipality and advisers are proactive in relation utilising each other's skills and networks. Contact with local advisory companies can be strengthened and maintained if once or twice a year the municipalities invite the nature adviser to municipal meetings with municipal nature employees. At these meetings, specific issues can be addressed, or new rules and possibilities can be discussed. It may take a long time to initiate this kind of cooperation, the key words here are follow-up and motivation in the professional network.

Financing
Financing this cooperation model occurs via the municipality's own funds and any project funding. If the landowner/grazier is responsible for the project application, construction and operation, there can be self-funding of the advisory services.

Pros and cons
The advantage of this model is that the municipality takes initiative for the project and handles negotiations with landowners while also providing advisers for landowners. If the landowners are not advised of the opportunities and consequences, they could make the wrong decisions and then regret it. This is a poor basis for later cooperation on nature conservation.

In this model, the municipality has regular contact with the landowners and can help with future operation of the land. The advantage for the adviser is that their hourly rates are secured by the municipality as the Project Manager. The downside for the municipality is they must find funding for the advisers.

B. Green alliances
A cooperation model where landowners, livestock farmers, agricultural advisory services, green organisations and municipalities work together on a nature project.

The model covers all phases of the project:

- The planning phase
- The motivation phase
- The application phase
- The construction phase
- The operation phase
- Long-term operation
- Development

Basic principle:
This cooperation model requires one of the parties to take the initiative on mutual cooperation with regards to a natural area, where there may be many different, and even conflicting, interests. A wide cooperation helps ensure the strongest possible ownership in the final solution, as well as local support. The cooperation model is based on solving a specific task in a specific area and can be funded, e.g. by project funds. The participants can also support the project with time or financial support.

The model was used in North Zealand - Green Alliances - LI_Lyngby Mose where Nordsjælland's Farmers' Association and Agrovi took the initiative to apply for project funding from the Rural Development Programme's Nature and Environmental Projects. In addition to project funding, the cooperation is also funded through contributions from landowners, the Danish Nature Agency (which is also one of the landowners), Nordsjælland's Farmers' Association and Hillerød Municipality. Green
Alliances has been an informal cooperation between Nordsjælland's Farmers' Association, Hillerød Municipality, landowners, DOF, DN and the Danish Outdoor Council.

**Process Coordinators and facilitators**
It can be the landowners, the municipality or one of the green organisations which takes the initiative in the broad cooperation. In the above example, it was Agrovi which took the initiative, applied for and received project funds for the project. The status as of autumn 2014, is that considerations are being made as to how cooperation will be pursued in the future and how financing the future cooperation will take place.

**Financing**
The model - which is used in North Zealand - is based on a project financed by project funds. The project can also be supported by the participants who contribute with time or financial support.

**Pros and cons**
The advantages of this model are that it can create wide local support. It can probably bring in a number of volunteers to handle more practical tasks for both the municipality and landowner.

The disadvantage of a broad cooperation is that it can be fragile. It can often be dependent on individuals and enthusiasts in an area or organisation. Project funding may be a longer or shorter duration, after which it is a challenge to continue the cooperation.

**C. Landowner-driven project**
Cooperation model where the landowner is the Project Manager and where the adviser and municipality assist in select phases.

The model covers all phases of the project:

- The planning phase
- The motivation phase
- The application phase
- The construction phase
- The operation phase
- Long-term operation
- Development

**Basic principle**
This is not a way of working which is used by many landowners. It is typically a form of cooperation which does not require formal cooperation between the municipality and the adviser, but can be complementary to other models of cooperation. The model is described based on projects implemented by landowners who have used Kolding Herrud's Agricultural Association as partners for advice.

The formal Project Manager role lies with the landowner. Cooperation with the municipality and with the adviser is primarily important in the planning, motivation and application phases. By contrast, landowners often do all the work themselves in the construction phase, operation phase and the long-term operation.

The municipality as an authority will grant any dispensations to implement the nature project, which is why it would be beneficial to involve the municipality in the planning phase. In addition, the municipality is almost always the party in the project who has the most natural knowledge.
The adviser is involved in the project as a coaching partner for the landowner. In the planning phase, the adviser helps provide a professional basis for the landowner to make decisions. The adviser can also assist the landowner with applications for project and land subsidies, as well as advise on organisation of the operation. Some advisers can also help with managing contractors and entering agreements.

Process coordinators and facilitators
It is the landowner who is the coordinator and initiator, but cooperation works best if advisers and the municipality offer their expertise in the necessary areas of their own accord. In some cases, landowner-driven projects can be initiated by the municipality or adviser, typically as part of a campaign or as part of an existing project.

Financing
The adviser's work is paid by landowners, graziers or project funding. The cost may sometimes be wholly or partially covered by the municipality. The municipality's work is paid by the municipality or in rare cases through projects the municipality has applied for.

Future operations and management
This cooperation model ensures that there are motivated landowners who can see opportunities - perhaps even a business potential - in entering a nature project. Perhaps it is not the project itself which is the key to a landowner's motivation, but it can be part of the financing and the establishment of a dream the landowners have.
Pros and cons
This form of cooperation ensures stable nature projects with high security for operation and an involved landowner with ownership of the project.

In principle, Kolding Herred's Agricultural Association wants the time spent to be paid for by either the landowners or by the project, so landowners are not certain what the cap for the agricultural adviser is. By agreement with the landowner, the municipality pays for the time spent, in some cases. This can happen if the person in question is confident that the agricultural adviser can assume the role of the landowner's adviser though it is the municipality responsible for the financing.

In nature projects, it is a continuous challenge to define roles and distribute tasks so that nothing is forgotten and nothing is done twice. When there is an informal cooperation without a clearly defined distribution of responsibilities, this requires a good dialogue between the parties. Sometimes - when one of the parties is very busy - there is a great risk that misunderstandings can arise.

D. Nature conservation cooperation
A model for formalised cooperation for nature conservation with many stakeholders. This model can be used for all phases of the project for select phases.

- The planning phase
- The motivation phase
- The application phase
- The construction phase
- The operation phase
- Long-term operation
- Development

Basic principle
The basic idea of this model is for an association to form a network in which the municipality, landowners, graziers and other stakeholders can get advice and solve problems concerning nature conservation. These associations take different forms and be based on different things. Here are descriptions of two different associations, each of which represents different phases of a project:

Nature Conservation Association for Jammerbugt Municipality
In Jammerbugt Municipality, inquiries had been growing from landowners about the management of natural areas. It was particularly from landowners who did not normally seek advice from agricultural associations or family farm associations. To ensure better information and reduce the administrative workload, there was a desire to create a network of people in the municipality with an interest in nature conservation.

Jammerbugt Municipality was therefore invited to a public meeting. Subsequently, "The Nature conservation Association of Jammerbugt Municipality" formed. The overall objective of the association is to strengthen efforts for nature conservation.

The municipality is not part of the association's daily operations, but is available in relation to advice and guidance. The municipality is a member of the association, but does not provide additional financial support for the association's operation.
**Nature conservation network for Northwest Jutland (NpN).**
Northwest Jutland has established an association-based nature conservation network: [http://naturplejenet.dk/](http://naturplejenet.dk/) where several local associations are members of an umbrella association. The collaboration arose from a desire to improve land management in the area. The municipality uses and pays the association to handle direct landowner contact in connection with the desire for nature conservation within designated Natura 2000 areas. The idea is that it can be an advantage for a third party to contact the landowner, rather than the local authority making direct contact.

In some cases, the municipality pays the association to prepare an application for project funding for a nature project. In cooperation with landowners, the association has always involved agricultural advisers for advice about subsidies for nature conservation.

**Process coordinators and facilitators**
The associations are not coordinators of projects themselves, but can assist municipalities, landowners or graziers with nature projects. The association can be a major player, particularly in the motivation phase when the municipality initiates a nature project. Here the association is the one who has landowner contact and possibly facilitates contact with advisers. The association can also take on paid work in this regard.

**Financing**
The association is an organisation supporting nature projects, a network of municipalities, landowners, graziers and other stakeholders and does not have a profit-generating approach to nature projects. The association does not provide financial assistance for advice. The association's activities are paid through membership fees. To use an association for support through several phases of a project - as described under "Green Alliances" - means the opportunity to draw on more resources, knowledge or physical labour in the form of volunteering.

**Future operations and management**
A nature conservation network can be a great motivator for individual landowners or graziers for sustained management and operation of natural areas. Being able to get coaching from others in the same situation, or obtain knowledge and support from others through a community is very motivating.

**Pros and cons**
With a nature conservation network, it is very likely that nature conservation is motivated and will last in the area.
E. Nature conservation associations
A model for formalised cooperation in nature conservation where there are few stakeholders. It is an association-based model which is based on the work carried out through Nature Conservation and Fencing Network Jutland (NHN). The model can be used for all phases of the project or used in the phases from application to long-term operation:

- The planning phase
- The motivation phase
- The application phase
- The construction phase
- The operation phase
- Long-term operation
- Development

Basic principle
The nature conservation and fencing network is an association of seven members: five municipalities, one farmer’s association and a beef cattle association. The association aims to promote nature conservation through grazing. The five municipalities pay an annual fee to the association. The Board of Directors consists of a member from each of the participating authorities and organisations.

Discussion and cooperation is centred around the task to unite and find common ground. Topics or individual cases where there is inconsistency between the association’s members are not included in the association’s work.
Process coordinators and facilitators
The establishment of the association took place on the initiative of the advisers and involved politicians from all seven partners. The agricultural association is the secretary and convenes meetings. There will be two yearly technical meetings and an Annual General Meeting. At technician meetings the municipality is represented by professional officials, while at the Annual General Meeting there may be managers or politicians involved.

At technical meetings, each municipality pre-selects one or more potential nature projects. At the meetings, it is agreed which of the projects will be prioritised. The agricultural association – through an agricultural adviser - has the responsibility for writing applications for subsidies, handling commitments with respect to compliance with the subsidy rules and project management of individual projects. The agricultural association thus also makes contact with the landowners and contractors.

Technical meetings are always combined with a visit to a natural area, and the group also acts as a nature networking group. This is hailed as very positive by both the municipality and the farmers' association.

Financing
The advisers' work is funded by NHN and funds or funding subsidies. In addition, the agricultural association contributes with some hours of work for the joint association. The municipality funds their own work.

Pros and cons
The model contains clear benefits for all parties in the cooperation triangle: The landowners participate in well-rounded projects which are well described. The municipalities get far more projects implemented than they themselves could handle and the advisers are ensured a task volume which makes it so that they can have more employees who specialise in nature projects.

The remaining funding for the projects has been a challenge for all projects which do not have 100 % funding via subsidy pools. Even in schemes with so-called 100 % subsidies, there are always elements which are not eligible. The challenge has been addressed to a certain extent by applying for funding subsidies through private funds. This can be a lengthy process. If it is difficult to obtain remaining funding, the project and cooperation will be a challenge. If a long time passes from when the project is designed to when it can be performed, there can be a risk that the landowner changes their mind or even sells the land. There may also be impatience between the agricultural association and the municipality if there is not sufficient dialogue in the course of the waiting time. There has been a tradition that the landowner themselves funds the remaining amount.

Communication to landowners about a project can be difficult if it is not clear who is formally responsible for getting it done. The same may apply to communication with the press. Good history can be important because it helps mobilise the landowners in the next project or the municipality's own politicians.

In many of the projects, it is the municipality who is the subsidy holder. When the municipality takes over the funding subsidy from the applicant, documents are signed which release the municipality from responsibility if the landowner or grazier does not comply with the commitment conditions. This is an area which is very important to have entirely clarified before a project is started.
The municipalities may share in more projects than their own time allows and there is broader advice around the efforts, which makes the projects more well-rounded. The agricultural association can improve the dialogue and collaboration with the municipalities. Most projects fall together well with the farmer's interests, which is why it is natural to cooperate on the task when the agricultural association serves their customers this way.

F. Purchase a complete package
A model for formalised cooperation around nature conservation where the municipality purchases a finished package from an advisory company, which handles the phases from planning to construction. Many advisory companies offer to perform the work for the municipalities.

- The planning phase
- The motivation phase
- The application phase
- The construction phase
  - The operation phase
  - Long-term operation
  - Development

Basic principle
If the municipality does not have the necessary resources to handle a nature project, they may hire a private advisory company for the task. The advisory company handles the task of planning the project and contacts landowners, coordinates the project and assists individual landowners or municipalities in applying for funding subsidies for the nature project. Some advisory companies also have the opportunity to handle the practical work in the construction phase.

Process coordinators and facilitators
The municipality is the initiator of the task, after which the coordination task is taken over by the advisory company.

Financing
The advisory company's work is fully paid for by the municipality. The model is an alternative to hiring more employees in the municipality.

Pros and cons
The model is an alternative to temporarily increasing employed staff and can be used by municipalities which do not have very many Natura 2000 areas for management to be implemented and where the staff is small.

In this model, the municipality does not ensure ongoing landowner contact. There can be a risk that the landowner and grazier lose motivation if they do not continuously have contact with a nature employee in the municipality.

The municipality does not extend their knowledge to the landowners. There can be a disadvantage in future cooperations and projects in the municipality.

It is important that the advisory company have a close cooperation with the agricultural advisory service if it is a private company without agricultural expertise.
12. Cost-effectiveness and synergy

Already in the planning phase it can be considered whether a project can be part of a larger whole which also meets other interests or needs. Cost-effectiveness and synergy should also be a natural part of the project in the other phases. In the motivation phase, ideas must be cultivated and in the construction phase it is often possible to accommodate multiple interests.

The Natura 2000 action plans must be implemented through voluntary agreements. This means a lot of dialogue and lots of coffee meetings. It also requires getting many managers and directors in the municipal world to go out and shake hands. What does this mean for time consumption and finances? Will there be negotiations going on forever?

It is appropriate to carefully consider how to optimise your efforts to achieve the greatest possible cost-effectiveness in relation to the finances in the project. It is also important to always have a focus on achieving maximum synergy in light of the many other objectives and agendas pursued on behalf of the municipalities. Synergy and holistic thinking are precisely the values which many local politicians are demanding. A good understanding of the political process contributes to getting the environment on the political agenda.

Synergy, get the most out of the money in your nature project! Photo: Mads Fjeldsø Christensen, Vejle Municipality.
12.1 SYNERGY BETWEEN DIFFERENT TYPES OF PROJECTS

Seen in a municipal context and from a socio-economic perspective, it makes good sense to try to get a digging machine to make paths, help with climate adaptation, biodiversity and water environment improvement when it drives out to the meadow, e.g. by crushing old drains in connection with a wetlands project. The machines are already out there and the dialogue with the landowners in the area is already open through many meetings back and forth. So why not pick the low-hanging fruit and get a large project with synergy between the project's many elements? Is such an approach not simply an extension of the motto – "work smarter, not harder" - which has characterised many workplaces since the global financial crisis began?

The answer is yes. A lot of cost-effectiveness can be gained by working holistically, but it requires a large overview. For the Project Manager's own sake, it is important to point out that finances must be managed extremely tightly in order to keep the various boxes separated, so that financial reporting does not end in a painful affair in the end.

Basically you can see the nature project's potential elements as analogous to layers of an onion. The more layers there are in the project, the more cost-effective the whole becomes. At the same time it also becomes increasingly difficult to manage the finances the more layers you have. This analogy can, if nothing else, help the Project Manager visualise where the level of ambition should be. Is this a project in the onion's inner layer, to be implemented as soon as possible with as little overhead as possible? Or would you instead consider saying "yes please" to the opportunities which arise along the way through the project's landowner dialogue and public consultation phase? Perhaps there is a basis for implementing the entire large project which has roots in either the municipality's commercial, health or settlement strategies?

All the layers relate to cost-effectiveness, but the conditions are different. If there is very poor funding at first, then it is about optimising the inner layer and keeping the expenses down. If you have to do well with little finances, it may make sense to play with the possibility of getting your self-funding doubled or tripled, as part of a fund application. For example this could be to the Danish Outdoor Council, the Nordea fund or LAGen. If there are there big ambitions, a lot of cost-effectiveness will be gained by thinking across different administrations in the municipality.

12.2 SYNERGY IN NATURE PROJECTS REQUIRES FORETHOUGHT AND FINANCES

The municipalities will not be directly compensated for the hours invested in catalysing progress and results within the Natura 2000 efforts. At the same time, there are many different schemes interlocking such that it is no longer possible to shape or prepare for a nature project in the direction of an overall project which, for example, also contains elements of climate adaptation, recreation or health for citizens.

Neither has it previously been possible to finance, for example, paths or bird towers over the old wetland project schemes, but there are examples of wetland projects where the gravel was used to raise the river bottom to create floods in the meadow for spawning grounds for sea trout. A low tide on the meadow where the nitrogen metabolism is optimal, perhaps got the term "lake for duck hunting" in order to get into the agreement with the landowner. Excess soil from the optimisation of wetland functionality ended up as embankments for birch mice or wintering places for amphibians. The wetlands location was selected strategically near the city with regards to acting as a depot for rainwater from cloudbursts and thus protect against wet cellars later.
The fact that there are such airtight boxes in nature restoration in Denmark today makes it almost impossible to achieve anything in the form of synergy or cost-effectiveness across different purposes. Before you as a Project Manager embark on building layers in your project, it is extremely important to keep an eye on how the extra measures and the extra time spent will be funded when it comes time to do accounting. It is certainly possible but it requires experience and creativity in the planning phase from managers, financial workers and Project Managers.

12.3 PROJECT TRIANGLE – INVOLVEMENT OF ADVISERS

A point where it is potentially possible to achieve cost-effectiveness is in the cooperation between advisers, municipalities and landowners (see chapter 11 on Cooperation and collaboration models). The direct way to achieve the objective of the Natura 2000 action plans is to get the main principles of the project triangle (see Chapter 2 Introduction) to interact optimally. The cooperation between the three parties involved in a nature project must be mutually beneficial and not be at odds with different interests. If there is a reconciliation of expectations between the adviser and municipality about the opportunities and constraints inherent in the nature project's framework and finances, and there is a good cooperative atmosphere between the parties, then landowner dialogue will proceed far more smoothly and confidently than if the parties are talking together as a lawyer and authority around the landowner's kitchen table.

12.4 PRAGMATIC APPROACH IN DIALOGUE WITH THE LANDOWNERS

A cost-effective approach to the Natura 2000 action plans is primarily achieved by a pragmatic approach towards the landowners. Much of the conservation and environmental objectives for the area can possibly be achieved by involving some large landowners. It makes sense to concentrate on getting a single agreement with the landowner who owns 90 hectares and then wait for the eight other landowners who might have only three hectares each. If there is a landowner who proves to be difficult or makes excessive demands during the initial discussions, then omit them from the project and fence the areas off. This saves a lot of time on dialogue. It may also create some goodwill in the local area because the landowners can see that a "no" is taken seriously.
Concern for the user's access conditions should weigh heavily in planning, photo: Mads Fjeldsø Christensen, Vejle Municipality.

If there is massive opposition from some landowners, such as summerhouse landowners who do not want cattle in a paddock near the summer house area because of odors, access to the beach, flies etc., then consider a solution where the area is initially managed through cutting for a few years, or by incorporating locks throughout the fencing. You can get far this way in a very short time. Even though the objectives are not finally met, they are well underway. Time is usually on the project's side and will affect the landowners who were opposed from the start, because the initial concerns may prove to be slightly over the top. The wildlife has become accustomed to the fence. The feared number of visitors to the private path did not materialise. The area was not nearly as wet as feared, and might still grazed and so on and so forth.

There can also be a lot to be gained by analyzing the area's geography, and associated landowner conditions (see the chapter Getting started). Focus on which landowners in the area it makes sense to negotiate with collectively, because their plots of land naturally go together in the landscape. One meeting with five landowners is cheaper than five meetings with each of the landowners, and applications for fencing and clearing can be compiled only once.

With the pragmatic approach, it is important to shut down any derivative offshoots of the project immediately. If during the dialogue with the landowners the opportunity to make overlooks and paths comes up, or one landowner insists on getting, for example, a "lake" for duck hunting in exchange for inclusion in the clearing of an overgrown grasslands, then it is important to keep a lid on expectations. If the local resident association in the area is responsible for money for a forest playground, an overlook, or wants to establish a cattle grazing association, then be aware that such opportunities will require extra resources which may not be available.
12.5 GOOD PLANNING IN THE DEPARTMENT YIELDS THE BEST ENVIRONMENTAL IMPROVEMENT FOR THE MONEY

Internally in the Nature & Environmental departments, it can be easier to incorporate synergy and work procedures, because the employees are usually under the same manager and thus have the same annual planning. Here it will save money to coordinate efforts and let the resources follow the locality. The year's efforts are allocated, for example, to a single Natura 2000 area at a time. The hydrology project is negotiated together with fencing and clearing efforts. Paths, communication, forest playgrounds or bird towers which were still on the drawing board were accelerated and included as an element in the negotiation process. This way all conditions can be negotiated at once with one round with the landowners.

12.6 HOLISTIC SOLUTIONS ACROSS THE ADMINISTRATIONS

Across the administrations, there can be a lot of synergy obtained by cooperating around projects. The logistics increase exponentially the more administrations reconcile their planning, but the benefits associated with thinking across traditional boundaries can be massive. It will also typically weigh heavily if a given fund application is designed holistically with attention to a wider socio-economic approach.

There are many examples of synergy across municipal administrations: Nature projects can help promote health and quality of life for citizens. Footpaths and access to nature give citizens better opportunities to exercise and combat stress. Climate adaptations are, and will become in the next few years, a major topic
in many municipalities. The wetlands have the potential to effectively retain CO₂ and reduce the waterflow pulses and floods in the lower river parts.

Climate adaptation can also be an important aspect of a nature project, photo: Mads Fjeldsø Christensen, Vejle Municipality.

Seen in a larger socio-economic perspective, the environment then contributes to creating added value in relation to settlement, tourism, housing prices, new vacation spots and generally more positive publicity. If there must be an increased focus on activity in rural areas, where development is often deprioritised at the expense of initiatives in urban areas, then nature projects can be a good compromise. These can be small local projects, joint arrangements, or "school in nature". It can also providing information about nature and cultural history with info boards, nature tours and events which raise awareness about nature and culture.

With regards to the optimisation of the planning process, the nature project can often be the piece which solves the conflicts within the sphere: Agriculture, natural and urban interests. It can be watercourse maintenance, unprofitable soils, depleted nature or demand for outdoor recreation opportunities. Also the planning landscape values, green corridors, variation in green elements and blue water surfaces can be accessed conveniently through a good cross-departmental cooperation.
The dipper is a species which will be benefited by both the Water Framework Directive and Countdown 2020 agreement, photo: Mads Fjeldsø Christensen, Vejle Municipality.

Many municipalities have signed the Countdown 2020 agreement, and each municipality has its own species it is responsible for. The nature projects increase the natural and environmental values by creating varied flora and fauna through the management of the open landscape, by reducing the discharge of nutrients and supporting healthier fish stocks, etc. Thus a large portion of the objectives are met within the framework of the Habitat, Flood and Water Framework Directive.

Cost-effectiveness in the nature project can be achieved by initially planning the landowner processes carefully and by thinking synergistically across the entire municipal agenda. The degree of cost-effectiveness depends on how many layers you manage to weave together under one project. However it is important to have extremely tight control on the finances in order to keep the various boxes separated, so that financial reporting does not eventually end up a painful affair.
13. The construction phase

Generally, it is important to prepare the construction phase thoroughly, as this is where the framework for the project will be made. Before the funding subsidy application is sent off, the project's practical execution is thought through from start to finish, so that unexpected problems do not arise along the way.

13.1 OWNERSHIP / CADAstral BORDERS

Nature projects typically have boundaries which border neighbours. It is important for the contractor to know which areas they can and cannot drive on. If there is logging of trees or small forests involved in the project, it is even more necessary that the borders are clear, in order to avoid felling the neighbour's trees.

The maps must be worked out before the project begins. Often map material is the only thing the contractor has to rely on in the field when a decision must be made. Otherwise they have to stop the machine and wait for feedback from the Project Manager if anything is unclear. Waiting time is expensive for the project and can largely be avoided by careful planning.

Many landowners often have close ties to the project in question, and most would like to help in the actual execution. It can be very helpful to keep track of phone numbers of relevant landowners in the job description for the contractor. A potential source of error can be removed by the contractor themselves.

The map material should also include marking of dikes and ditches. Stone and earth walls are protected, but they can be hard to see in the countryside, where the land is overgrown. When working across the dikes, the contractor should be provided with a route around the dikes.

In most meadow areas, ditch systems are close, and driving with large machines can destroy the ditches if they are crossed. Consider how the contractor should cross the ditches, or assign an alternate route around it. Some ditches do not have water anymore, and they can perhaps be crossed.

It is good to use spray or ties for demarcation of borders, etc. Be aware however that ties can be removed and are not always the best solution.

13.2 ENTRY AND EXIT CONDITIONS

Nature projects often involve machines and vehicles which are heavy and take up more space on the road than traditional vehicles. Log trucks and forwarder cranes weigh between 15 and 22 tons and have a width of 2.5 to 3 m. In the case of fencing projects, some materials will be driven to areas in the form of piles, fences, etc. Natural areas are often situated in locations where the road network is already poor or non-existent. Driving causes road wear and it must be decided which roads should and should not be driven on.

Considerations on the approach and departure conditions should be made early in the process. Already with the first reviews with landowners, the Project Manager should inquire about entry and exit opportunities. It is important to understand that the project can only be carried out if you can get to areas. It is not always obvious.
Be sure to measure the width of the road and compare with the dimensions of the machines to be used for the project. A machine of 3 m in width can not run in a gully which is 3 meters wide. It must be wider or the sides will otherwise be ruined.

It is important to clarify who is responsible for repair of the road if it is destroyed, and how much wear and tear can be accepted. It may be a good idea to ask the contractor to photo-document the condition of the road before and after the project and require that the road at least be returned to the same condition as before the project.

13.3 SPACE FOR STOWING MATERIALS

The clearing portion of the projects typically requires that broken down materials be completely removed from the areas in order to avoid adding nutrients to the environment. In some cases, the wood represents value as chips for power plants. In order for chips to be made for heating plants, it is necessary for there to be intermediate storage of the wood before chipping. Therefore there must be a good space near the cutting site. The more distance the wood will be driven out to the main road, the more expensive the transport costs will be.

The broken down materials will typically be chipped with a chipper truck or a tractor-mounted chipper. The wood must therefore be run out to the main road or road which has the nature of a "highway." As the majority of chips are delivered to plants during the winter months, there must generally be "drivable road in all types of weathers." The road must be able to carry a truck load of 55 tonnes. The width of the road should be at least 3 metres and minimum of 3.5 meters if the road turns. The free space along the roadbed must be 4.5 x 4.5 meters. Consider whether the truck can drive straight through or must turn at the stack. Alternatively, you can back down, if the road is short and reasonably straight.

The broken down wood and bushes are driven out in pieces of 5-8 metres in length and take up a lot of room. The storage site must therefore optimally be 10-13 metres wide from the road edge. The length of the stack depends on the quantity of wood, but as a rule it can be calculated as follows:

\[ 100 \text{ rm} = 12 \text{ m} \times 6 \text{ m} \]
\[ 500 \text{ rm} = 12 \text{ m} \times 30 \text{ m} \]
\[ 1000 \text{ rm} = 12 \text{ m} \times 55 \text{ m} \]

Both the wood and the chipper must be able to be there while the vehicle is on the road itself. The chipper blows the wood chips directly into the container sideways or backwards from the spout.

Chips are calculated by energy content in the product, and therefore get a higher price if the chips are dry. The chips are usually the optimum moisture content when the wood has dried about one year. So it is important to clarify how long the stack of wood must be on site. There may be circumstances which impose restrictions on storage time. It may be that the landowner wants plow up the land within a few months after project completion. The more restrictions are established, the less the value of the chips. Many major vendors have the option of storing the chips in a cache before it is run to the heating plant for burning.

After chipping the wood, there is always branch residue, needles and chips left in the chipping area. It must be stated in the tender who is responsible for cleanup of storage sites, and if it is necessary.
13.4 FENCING AND MATERIALS

According to the funding subsidy rules for Natura 2000, the EU does not pay for the dismantling of old fences. The tender documents should clearly set out who is responsible for this. As something new, funding subsidies can be given for clearing growth at the fence line in the re-establishment of a power fence.

It is important to have a detailed description of poles, wire fences, distance, zinc content in the wire, gate handle and folding doors, so the individual tenders are comparable.

Below is an example of a good description of the constituent material

"Creature fencing is made of the following materials: (all poles are FSC-certified)

Wire: 2.5 mm hardened steel galvanized 250-300 g. zinc per. m2
Large Corners: Acacia thorn E 14/17 half cut 200 cm for corners where the fence line breaks more than 45 degrees
Small Corners: Acacia thorn E 10/12 half cut 200 cm for corners where the fence line breaks less than 45 degrees
Between poles: Iso-wood fsc per. 7-8 meters

The tender documents also set out requirements and deadlines for transferring operations once the project is over.
Most contractors are in need of a place where they can put their machines after working hours, as well as have materials for the project stored, so when reviewing the tender, you can agree where this should be.

13.5 SOIL CONDITIONS AND HYDROLOGY

In nature projects, the performance is often heavily influenced by the weather and the season. It should be made quite clear what time of year you have to drive there, and what is required for the nature of the area after work. In connection with the application to the EU, you should consider when the subsidy is granted, as this could weather-wise be an unfortunate period where you will be forced to postpone the project. In the end it could mean that the project cannot be completed before the agreed end date.
The technical solution can in some places involve natural areas and streams outside the project in question. It may be necessary to cross a river with machines for the clearing of unwanted growth in a meadow. Could there be a ramp over the river in connection with the clearing? And does this require special permission from the watercourse authority? Or should it be incorporated in the overall permit for the project? These are some of the questions to be answered.

13.6 CLOSED SEASONS AND HARVEST TIMES

Many protected species have periods of the year when it is important that there be no work with heavy machinery in the area. In particular, bird’s breeding periods often coincide with periods when it is more navigable in the natural area. It is important to clarify the periods when there are restrictions on the contractor’s performance of the task, and it will often affect the price.

There are often many landowners involved in nature projects and agricultural land must typically be used for storing tools or machines, or just general traffic to and from the natural areas. It may be difficult to get permission from the farmers to drive on farmland in the spring and autumn due to sowing or harvesting. Agreements on this must be clarified as early as possible in the project.

You should be aware that many agricultural areas receive assistance from the Basic Payment Scheme, and it is only permissible to store for short periods, unless the area is temporarily taken out of the subsidy scheme.
14. The operational phase of a nature project

This section is particularly important for the operational phase as well the long-term operation.

There are many examples of projects where it can later be difficult to justify the investment made in construction, because the subsequent operation and management was either wrong or the initiatives were never rooted in a secure long-term nature plan with clear responsibilities. Restoration of an open environment is done through an appropriate first effort (construction phase with fencing, trimming, clearing, burning, etc.), but also very much subsequent targeted operations and management. The frameworks for long-term operation and management should be integrated and coordinated with project execution, and measures must be implemented before the restoration project is completed and the project funding runs out. The following section presents a number of relevant considerations focusing on the importance of subsequent operation and management. The section is supported with the nature plan in Appendix 7 and the formal operating agreement in Appendix 8.

14.1 THE NEED FOR NEW INCENTIVES IN NATURE CONSERVATION

To see through the many barriers restricting opportunities for streamlining nature management in Denmark today, it is important to understand the basic conditions which separates past modes of operating from current ones: No farmer has ever tended a meadow for the sake of orchids or butterflies! He or she undoubtedly appreciates the many flowers and insects while tending cows or cutting hay. But the key for them has been to feed the animals and thus fertilise the fields. Today it usually does not pay off to make use of natural areas, either for grazing or haymaking, as the cost of it is not commensurate with the benefits. This is why natural areas grow over.

In other words, we are at a point today where it has become necessary to redefine the use of open habitats and find new incentives to participate in nature conservation. There is a need to incorporate new perspectives and new values to help to catalyse management of the cultural landscape, which is so essential to the conservation of biological diversity.

A new approach could be a change in funding subsidy schemes towards management of biological diversity or conservation of landscape values in the river valleys. Another incentive in the transition process could be to put greater focus on the production of quality meat from animals living in natural areas. Or it could be a more systematic harvesting of biomass for energy production. The solutions are not obvious. Unfortunately it is probably neither hunting nor fishing interests which can save orchids, as has so far proved possible for the streams and many habitats near the forest. The coming years must show how new incentives can be created for nature conservation in open habitats in Denmark.
The black grouse no longer exists in the Danish countryside, photo: Mads Fjeldsø Christensen, Vejle Municipality.

14.2 NATURE PLANS AND BIODIVERSITY

In all traditional restoration projects there must be a strong focus on securing the long-term investment being made in the construction phase in order to achieve the long-term objectives of landscape values and biodiversity. It is about restoring, or at least improving, a poor condition. But how do you do it most effectively?

Often it does not require much experience to start fencing or clearing a grassland which has been without grazing for several years. However it requires many years of experience to estimate how the subsequent management will be handled properly. How high should the animal pressure be? What type of animals should maintain the area? Is the development going in the right direction, or is there a need for further adjustments? The subsequent operation also requires good dialogue and cooperation between the parties involved to have optimal success. Whether the grazier is a professional or a local activist, it is important to fully agree on the objectives and the way to achieve them.

All these considerations can be integrated into a nature plan which can be regarded as a kind of logbook or established action plan for the area in question (see Appendix 7). There are basically two different types of nature plans:

1. Maintaining and securing a continued well-running operation
2. Establishment of new operations, for example, after a major clearing or re-fencing of a neglected area
To ensure a certain continuity, nature plans should, as a minimum, extend over a five-year period. If there is a five-year commitment for grazing and maintenance subsidies in the area, it will be a great advantage if the nature plan follows the commitment period. Set realistic milestones along the way over the five years. It is important that the plan not be too ambitious, and thus discourage rather than motivate.

Sheep maintain the environment at Ulvshale, Møn, photo: Mads Fjeldsø Christensen, Vejle Municipality.

A nature plan needs to be long-lasting to have an effect. After years of lack of maintenance of a site, it can take at least as many years to restore the biodiversity and the “original” state of the environment. It is therefore essential to prepare the plan in close cooperation with the person responsible for the operation and for the objectives to be fully understood by all parties.

Local ownership of the process can best be achieved through local involvement, or at least local understanding. Different forms of landowner organisation, grazing companies and cattle grazing associations are further described in Chapter 9 The legal basis for the nature conservation. In addition to striving for positive local change, try to invest some time in keeping the owner of the land well informed. It may also be appropriate to involve hunters/tenant farmers/graziers if the land is leased for hunting/tenant farming or there is an agreement with a grazier.

**Pride in owning a good natural area can form the basis for a nature plan**

Who would not feel pride at having common spadefoots, large orchids or pearl-bordered fritillary on their property? Most people of course, but also the majority of farmers and other landowners. You have something special, and you can even make a difference for this specific species. Even if the outlook on nature can be different, most landowners greatly appreciate nature. However many of them are often
unaware that there are rare or endangered species on their property. Most notice the deer, the red kite, or globe flower, but very few pay attention to insects, fungi or amphibians.

An important step in the development of a good nature plan is largely about communication and dialogue with landowners about biodiversity and red lists. Talk about the rare animals and plants on their particular property. This way, you can easily mobilise long-term ownership and concrete action. Show them the species if possible, so there can be no doubt. Highlight the site's importance for the species’ continued survival in the area/the rest of the country. Also talk about indicator species. A very concrete approach to the concept of "biodiversity" makes it easier to understand what is involved and that it is actually possible to do something about it. While efforts against, e.g. climate change, can be difficult to sell because the problem is so diffuse, everyone can see that a purified water hole or grazed meadow makes the difference between whether a species has a place to live or not.

Common spadefoots with vertical pupils have become rare in Denmark, photo: Mads Fjeldsø Christensen, Vejle Municipality.

14.3 THE DATA TO SUPPORT THE NATURE PLAN

Data from the nature database and NOVANA monitoring/mapping forms the principal basis of the documentation for a targeted nature plan. This data describes both the biological and the physical condition and the conservation needs for the land (reference to NERI’s field forms). Data used should be no more than a maximum of five years old!

Other databases containing natural data can be useful in getting an overview of rare species: Birds and Nature, Mushrooms Atlas, Atlas Flora Danica, DOF base, local nature organisations or people interested
in nature. Local nature enthusiasts are often a great source of knowledge and are good to involve in both collecting information and sharing knowledge with the landowners.

For the sake of the ongoing impact assessment, it is also important to document the actions taken in connection with the nature plan. If there is no concrete basis for comparison, it can be difficult to assess from year to year whether there has been a real improvement on the site or not. As a minimum, the work should include photos or video clips. If the frameworks are in place, it is recommended that efforts be supplemented by a more thorough monitoring. The monitoring should at least consist of following the development of the rare species central to the nature plan. If there are no rare species at the location, you can select "star species" from the field forms. It is good to involve a lot of local experts in monitoring and to evaluate the monitoring with a field walk with the person responsible for the operation (landowner and/or grazier).

**Fireman's law and objectives for the efforts**

The nature plan's main measures should always be directed at the most unique and endangered elements in the natural area, based on the principles in "the Fireman's Law." This is primarily about preserving the most valuable elements of nature and the natural areas which are still intact and in good condition. If all four sides of the farm are burning, it makes sense to save the main building, where most of the value is. Valuable elements of the environment are those which hold the great genetic diversity crucial to the population's future survival. If more resources are available, the following measures help restore and re-establish destroyed nature. Steps 3 and 4 in the Fireman's Law are important processes in the long-term, but initiatives must never be at the expense of the preservation of the valuable natural elements which still exist.

<table>
<thead>
<tr>
<th>Brandmandens lov</th>
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<tbody>
<tr>
<td><strong>1. Bevar</strong></td>
<td>eksisterende biotoper. Bevar den oprindelige og mest værdifulde natur</td>
</tr>
<tr>
<td><strong>4. Nyetabler</strong></td>
<td>nye naturområder i sammenhæng med eksisterende.</td>
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Figure 3. “The Fireman's Law” in the natural area.
Depending on whether an area is covered by either § 3 of the Nature Protection Act, a protected area or a Natura 2000 site, there may be several different objectives to be pursued:

1. Preserving Red List or protected species
2. Measuring the favourable conservation status of Natura 2000 plans
3. Setting objectives in a municipal nature quality plan
4. Setting objectives in a moratorium

14.4 SUPPORT SCHEMES AND NATURE CONSERVATION

As things stand today for the individual grazier, support schemes are usually necessary if the finances in the operation of Denmark's natural areas are to hang together. The support schemes' many requirements can paradoxically also make it difficult to perform an optimal operation for the benefit of the rare species in an area. There is a tendency for the support schemes to be targeted towards an "average" of the desired management. Here at the beginning of 2015 and for about the next five years, there are no subsidy schemes designed which fully support the specific purpose of the nature plans for the individual area. By contrast, there has been a softening in the new schemes which makes it possible to perform reasonable management while still respecting the rules of the subsidy schemes.

It is a very good idea to prepare a nature plan! This should be done either to develop the area in a positive direction, or to protect existing rare species in the area through a targeted operation. To avoid problems, it goes without saying that any nature plan thought to be completed in an area and which receives some form of environmental subsidy (management of grazing and natural areas, maintaining wetlands, changing drainage, 20-year sampling, etc.) must also respect the requirements in the various schemes.

The responsibility for complying with environmental subsidy schemes currently lies with the Danish AgriFish Agency. However the Danish AgriFish Agency is not proactive in ensuring that the environment actually develops in the intended positive direction. The Agency guarantees that EU subsidies for this purpose are channeled to individual farmers through various support schemes. In practice the responsibility for realising nature objectives lies with the local environmental authority (the municipality). Ideally it is the municipality which should conduct the dialogue with the landowner/grazier with regards to implementing the operation in the most appropriate manner.

In this context it is VERY important that the municipality be fully aware of their own role. For example, one should be very careful when giving advice on subsidy schemes. The legal aspect is not the municipality's responsibility. Incorrect advice can cause major problems in a possible damages case. Advice should be provided by professional advisers, such as from an agricultural advisory company with special knowledge about nature and the environmental schemes and with the appropriate professional insurance.

Any dialogue concerning the establishment of a nature plan in an area should therefore be based on a discussion about restrictions derived from the environment and environmental subsidy schemes in the area. Before preparing a plan, the municipality should ensure that all requirements derived from the various schemes are known. And consideration should be made for the requirements and frameworks for the schemes in the area when designing the nature plan. With this knowledge, landowners and municipal can begin preparing a nature plan.
14.5 TIPS ON OPERATION OF VALUABLE NATURAL AREAS.

- The most important: Have a full understanding of the subsidy schemes in the area and be sure to that future measures are within the frameworks of the subsidy schemes.

- Remember the most important areas first! Use the fireman's law when you - as a municipality or landowner - want to help protect the environment. Areas with the greatest biological diversity which are already in operation must continue to be maintained!

- Let the requirements for the most rare species form the basis for how management is planned and performed.

- Prepare a five-year plan! The plan could be started at a kitchen table where the operator, i.e. the landowner and/or grazer, municipality and agricultural adviser sit down. The municipality contributes knowledge about the natural content and conservation objectives in the area, supplemented by the landowner's specific knowledge. The agricultural adviser shall help to ensure that the nature plan plays along with the support found in the areas.

- Monitoring of the areas - at least the rare species - is important if you want to ensure that the operation of the area actually promotes specifically the rare species. If possible, use local experts and volunteers in monitoring the areas.

- The management of the land itself should be carried out so that it benefits the species groups you want to protect and promote in the area.

- Areas with rare plants, insects, fertilizer and polinating insects (e.g. butterflies and hoverflies): A moderate grazing pressure in the spring, a low pressure in the summer and moderate pressure in the autumn. Probably winter grazing. Probably one or two month's grazing break mid-summer (July, August), where the nutritional content is typically already low.

- Areas with rare mushrooms: Mushrooms (wax caps, club fungi and red blades) are mainly found in grasslands or dry meadows. The fungi typically come up from the middle of August and are there until the frost comes. The best way to promote fungi is a moderate spring and summer grazing, followed by an increase in pressure when the grass starts growing again after the summer break. A tight low plant cover is kept through the autumn until the frost comes.

- Areas with rare birds: In meadows - and particularly in salt marshes - there are distinctive and rare breeding meadow birds (especially waterfowl). In addition to the water level in the areas, which are important for the birds' welfare and breeding success, grazing pressure is a key factor for the birds' success. In the spring (April – May), while the adult birds are brooding, grazing pressure should be low. When the young are hatched, grazing pressure is increased. The higher grazing pressure continues until the frost comes and the animals are tied in.

- Be aware of invasive species: It is much easier to remove a few plants than an established population. There is a tendency to wait until the invasive plants are a problem before action is taken. All experience shows, however, that it is inappropriate to wait too long. Therefore have efforts to combat possible invasive species in the nature plan even if the threat seems small at first.
14.6 EXAMPLE OF A SIMPLE NATURE PLAN

Over time, many plans are drafted for natural areas. The vast majority are professionally very thorough and well-prepared. The only problem is that in a municipal administration there are currently not resources to make many plans of up to 5 and 10 pages for each natural area. However, it is very important that the operation is performed properly on a valuable area with rare species. Therefore here is a draft of a simpler model which is easily manageable for the landowner and can be relatively quickly updated from the municipality or advisers’ side.

As described above, it is appropriate for both landowners and the municipality to draw up a contract for the management of a natural area - a nature plan. The nature plan ensures that the unique natural elements are maintained or improved. Before such a nature plan is drawn up for the area concerned, the landowner - probably with the help of their advisers - reviews all regulations/agreements for the area. I.e. both environmental subsidy schemes, registered agreements (ex. wetlands) and Basic Payment. The municipality will determine whether there are statutory restrictions, Nature Protection Act §3, N2000, protected areas, municipal plans (nature network, nature quality plan)

A simple nature plan can contain three documents (see appendix 7):

A. Map of eligible areas including Basic Payment and environmental subsidies and the most important rules

B. Fact sheet of management requirements and funding subsidies

C. Map of fencing and management instructions with regards to rare species

Ad. A) Here are the subsidy schemes which apply in the areas covered by the nature plan. Indicate the main requirements and deadlines for each scheme in summary form, so that the farmer can quickly create a manageable overview.

Ad. B) Here you get a simplified overview of the different management requirements and funding subsidies. The fact sheet should be read with caution.

Ad. C) Here are associated management instructions for each fencing. It may be the level of grazing, animal pressure, species and grazing period. There can be haymaking with subsequent grazing. It can only be haymaking.
14.7 TIPS ON RESTORATION OF OPERATION AFTER PROLONGED CESSATION

- Take subsequent operation into account in the project when planning the construction. I.e. consider the consequences of, e.g. a larger clearing, BEFORE you start the clearing.

- Before clearing is carried out mechanically, it can be very helpful to work for two to three years with targeted grazing (=biological clearing). The animals can open up the area and reduce - or even eliminate - the need for mechanical clearing. I.e., apply for money for fencing first and clearing afterwards.

- Winter grazing with livestock is particularly effective against, e.g. willow. Optimally the animals are tied out in April, taken out of the area in July and August and tied out again in September and until the area has been fully grazed.

- Targetted grazing with high animal pressure for short periods in pens: By establishing temporary pens with high density of animals in a large enclosure, animals can make a big dent in an overgrown area. Both through physical wear and grazing the area down.

- Especially in wet habitats, grazing contributes to forming a solid grass sole which better tolerates machines coming into the area later. It is obviously still very important that the machines press as little as possible on the area.
• Especially with very wet and overgrown areas, it must be considered whether animals can mainly come out in the areas after a clearing. An initial grazing can help confirm or deny this.

• Take bioharvesting into consideration in the project of habitats with a particularly high nutritional content, e.g. from previous farming. Up to 100 kg of N can be removed per hectare and about 10-15 kg P per hectare through haymaking.

Restoration of the open natural area is carried out both through appropriate first efforts (construction phase with fencing, trimming, clearing, burning, etc.), but also very much through subsequent targeted operations and maintenance. The frameworks for derivative operations and maintenance are formulated in an operating plan prepared in parallel with the project execution to achieve maximum synergy.
15. Landowner dialogue and cooperation in Egtved River Valley and Upper Grejs River Valley

The previous chapters deal with important topics for working on nature projects and how to be successful. Chapter 15 shows how theories and recommendations can unfold in many ways when faced with reality.

Theories serve as the Project Manager’s tools and a framework for the overall approach to a nature project, but because the projects and people involved are so different, it does not make sense to develop a “recipe book” for the Project Manager to follow. Some of the theories were tested in practice in two specific Natura 2000 areas in Vejle Municipality – Egtved River Valley and Upper Grejs River Valley. The reader will gain insight into the considerations, analysis and adjustments to be made along the way and will gain a more nuanced understanding of working with nature conservation management, where volunteerism and dialogue is the guiding premise.

The SMART Natura project has been connected with Vejle Municipality’s processes to implement its Natura 2000 action plans. A “fly on the wall” follows the municipality’s Natura 2000 employees in their efforts to implement action plans for two Natura 2000 areas. The course was developed in cooperation with the municipality’s employees and the municipality’s processes have been adapted along the way to get the clearest possible results for SMART Natura. A variety of specific methods were used to provide data:

- First a questionnaire was prepared for this purpose (barrier analysis). The barrier analysis was conducted amongst a large number of involved landowners
- Then a series of detailed interviews were conducted along the way, some with specific landowners, some with relevant cooperation partners and involved project managers
- Finally, data was obtained from the observers of the project who participated in all meetings and specific events along the way and then described their observations and analyses

In the process of providing experiences for chapter 15, the municipality has not necessarily used all the recommendations outlined in the previous chapters. This was not possible, as they were only thoroughly developed and described through the course of the project. However the municipality’s project employees were already aware of the strategies used for landowner cooperation. In the project, SEGES, the municipality and associated advisers tested some new models for landowner meetings to get experience on what does and does not work.

The areas

Egtved River Valley and Upper Grejs River Valley were selected solely because, in context of the project, they are structurally very different and thus constitute a good pedagogical basis for preparing a handbook. Vejle Municipality wants to clear the land of growth and establish future management, primarily in the form of grazing. The municipality was at different stages with regards to cooperating with the landowners in the two areas when SMART Natura started. In Egtved River Valley, the municipality was already into the application phase, while the work in Upper Grejs River Valley was only in the planning phase. The SMART Natura project jumped into the process and identified the specific project phases.

In Egtved River Valley, SMART Natura looked at the existing cooperation in the motivation and application phases and described how they were proceeding by interviewing employees responsible for
the projects. The focus was on describing how the many different projects can succeed when there are so many types of landowners in the area. SMART Natura also followed the operation and long-term operation phases to further develop the cooperation in Egtved River Valley and create a cooperative network of landowners, advisers and municipalities for future management of the land.

In Upper Grejs River Valley, the project followed and described the development of a large overall fencing and clearing project in a key part of the area and followed several smaller projects in the upper part of the river valley. Here the project was in the motivation and application phases and slightly into the operation phase.

The following describes the experiences which came out of work in the two project areas.

15.1 PRESENTATION OF THE ENVIRONMENT IN EGTVED RIVER VALLEY AND UPPER GREJS RIVER VALLEY

Egtved River Valley
The Natura 2000 area Egtved River Valley has a total area of 1,043 hectares. Of the total Natura 2000 area, 320 hectares are covered by Section 3 of the Danish Act on Nature Conservation, 287 hectares are forest, and the rest (436 hectares) consist of arable land, roads, buildings, etc.

The hilly landscape in Natura 2000 - Egtved River Valley, photo: Mads Fjeldsø, Vejle Municipality.
The area is very hilly and there is a varied system of tunnel valleys around the streams of Egtved and Vejle River. Around the streams are meadow and marsh areas, including fens and wooded marshes such as alder and ash swamps. On the dry patches up on the river valley slopes, there are dry grassland and moorland areas and small forests of both hardwood and softwood. The grasslands are a very predominant element of the landscape and most of the dry grassland is acid grassland. Several places on the slopes - both in the forests and in open areas - there are small springs with calcareous water. In particular, the grasslands contain very species-rich vegetation with rare species of fungi and plants.

Most of the area is also part of the Nybjerg Mill protected area, which has the purpose of preserving the landscape and protecting the area for scientific interests, particularly geology, botany and zoology. The protected area also has the purpose of giving the public better access to the area.

The challenge in managing the area is that it is so hilly and varied. Much of the open natural areas are fragmented between streams, small forests and humid marshland. This means there is no possibility of creating large contiguous grazing areas in this Natura 2000 area. But there is still a chance to cooperate on grazing some of the area depending on the natural conditions.

**Upper Grejs River Valley**

The Natura 2000 area Upper Grejs River Valley has a total area of 886 hectares. Of the total Natura 2000 area, 315 hectares are covered by Section 3 of the Danish Act on Nature Conservation, 430 hectares are forest, and the rest (141 hectares) consists of arable land, roads, buildings, etc.

The area is a valley extending from upstream Fårup Lake in the west and down the Grejs River to the east. Geologically the area offers a variety of soil types. Meadow and marshland areas are mainly on freshwater peat, while the rest of the field consists partially of glacial sand and melt water, partially of clay, and to a lesser degree, crushed gravel.

Southwest of Fårup Lake is the marsh and meadow area Ollerup Kær, located along one of the tributaries to Fårup, Lildfrost Brook. East of Fårup Lake, a river valley opens up with meadows and marshlands along Grejs River. On the north side of the river valley, Jelling Forest runs along the slope. Areas with travertine are mostly around Rugballe Bog/Hestedam Key. Further east, the valley is narrower, and there are the large waterfalls of the Grejs River. There are a number of meadow and marsh areas downstream, but the dominant feature of the landscape are the deciduous forests on the valley slopes – Lerbæk Forest and Grejs Forest.

215 hectares of Lerbæk forest are included in the protected area: Upper Grejsdal by Lerbæk. This is a protected area with the purpose of preserving forests and preventing the land from being developed, amongst other things.

There are two natural areas connected with the nature conservation in the area: Ollerup Kær, a contiguous meadow and marsh area, and the area downstream of Fårup Lake from Skovdallund to Hopballe Mill, which consists of a large, flat meadow and marsh area with some grasslands at the edge of the river valley. There are also a few scattered meadows further along Grejs River which are more fragmented.
15.2 THE REALISATION OF THE NATURA 2000 PLANS IN EGTVED RIVER VALLEY AND UPPER GREJS RIVER VALLEY

As part of the state requirements for conservation plans for Natura 2000 areas, it was possible to apply for funding subsidies for management of open habitats. After obtaining funding for fencing and clearing, Vejle Municipality, in cooperation with the landowners and local agricultural advisers, applied for and received funding subsidies for fencing/clearing projects in the two Natura 2000 areas. The state also applied for fencing/clearing subsidies for its own land.

Subsidies were granted for a total of 11 fencing/clearing projects involving Vejle Municipality between the two Natura 2000 areas. Seven of the projects have been completed and the last four projects are expected to be completed by May 2015. In Egtved River Valley, first-time projects were completed a total of 208 hectares and on 109 hectares in Upper Grejs River Valley. There was also a project implemented by the state and a project implemented by a landowner in the area. In terms of the Natura 2000 plans, a report of the fencing/clearing projects shows that the municipality has everything in order for optimal management for about 95% of the land in the two areas after the fencing/clearing projects are complete.
The land will thus be cleared of growth and a fence will be constructed with an obligation for the landowner or municipality to maintain the fence for 5 years.

**Table 5.**

<table>
<thead>
<tr>
<th>Habitat area</th>
<th>Requirements - grassland (hectares)</th>
<th>Requirements - new grassland (hectares)</th>
<th>Actions performed</th>
<th>Requirements - wet habitats - fens, meadows, etc. (hectares)</th>
<th>Requirements - new wet habitats (hectares)</th>
<th>Actions performed</th>
</tr>
</thead>
<tbody>
<tr>
<td>70 Upper Grejs River Valley</td>
<td>2.0</td>
<td>minor expansions</td>
<td></td>
<td>94.0</td>
<td>19.0</td>
<td>1) Hydrology feasibility study 2) Fencing and clearing projects on 109 hectares</td>
</tr>
<tr>
<td>238 Egtved River Valley</td>
<td>79.6</td>
<td>18.0</td>
<td>Fencing and clearing projects on 128 hectares</td>
<td>37.9</td>
<td>5.0</td>
<td>Fencing and clearing projects on 80 acres</td>
</tr>
</tbody>
</table>

Table 5: What do we need to achieve – and what have we achieved? Requirements are established in the nature plans for the two habitat areas, Egtved River Valley and Grejs River Valley, in order to create new grassland and wet habitats, primarily meadows and fens. In addition, the actions implemented in the two habitat areas are listed. Projects were applied for by landowners and Vejle Municipality, often in cooperation with agricultural advisers.

However, this does not mean that the municipality has ensured the optimal maintenance of all areas with habitat types, since some of the obtained funding subsidies also include, for example, Section 3 areas or cleared areas where a habitat environment can be developed, but currently is not.

For example, some of the wet habitats are too dry or too wet for fens, springs and sometimes wet meadows to develop. Therefore, in one Natura 2000 area, Upper Grejs Valley, the Municipality has made a preliminary study of the hydrology in order to begin optimal management of the land.

However, it is not only fencing/clearing projects which ensure implementation of the action plans for the area. Several landowners have applied for funding subsidies from nature and environmental projects even before the new schemes for the Natura 2000 areas were implemented.

In addition, many landowners have previously established fencing of meadows and grassland areas, and grazing with cattle or horses on the land. Therefore many of the areas have been given environmental subsidies for grazing. In Egtved River Valley, there is an environmental subsidy on 183 hectares, and in Upper Grejs Valley there is an environmental subsidy on 85 hectares. The environmental subsidy is the successor to the old agri-environmental schemes.

The maps below show the areas which have received funding subsidies in the form of fencing, clearing, nature and environmental subsidies in the two Natura 2000 sites.

The shaded areas, which are not subsidised, have many places conserved through grazing anyway. However the landowner has chosen not to apply for funding subsidies for grazing.
Finally, there are areas where the landowner has been reluctant to participate in management through grazing. Here the municipality is not in house to ensure a favourable conservation status.

Figure 4: Egtved River Valley - Map showing the areas which are subsidised by the Danish AgriFish Agency for clearing and fencing and environmental subsidies for grazing (green areas) compared with the areas where there is a requirement to ensure open natural habitat types (purple shading).
15.3 DIALOGUE WITH THE LANDOWNERS IN THE MOTIVATION AND APPLICATION PHASE

Due to differences in the two areas, dialogue with landowners has taken different approaches and thus the areas are described individually. In Egtved River Valley, the landowner dialogue was provided based on interviews with the involved parties who described the process. In Upper Grejs River Valley, a project participant from "SMART Natura" helped on the sidelines in landowner meetings, after which the process was described based on observations.

Egtved River Valley
In Egtved River Valley, agreements for fencing and clearing and grazing have happened onsite in several different ways, and at the initiative of various stakeholders including landowners, the municipality or advisers.

A brief description follows of how the individual agreements have developed and which special problems have come up in the individual projects, based on an interview with one of the involved parties from Vejle Municipality, landowners or the advisory company.
Case 1: The part-time farmer in cooperation with the municipality

For six or seven years, Vejle County and Egtved Municipality had contact with the landowner in question, regarding implementation of a restoration project of streams in his meadow areas. When the restoration program project was executed, Vejle Municipality contacted the landowner again, as sections of his meadow stood ungrazed, in part because he had begun to clear a conifer growth up to the meadow, and therefore no longer had a functioning fence in the meadow.

The same employee who had contacted the landowner for the restoration project, and who is now employed in Vejle Municipality, made renewed contact with him.

Vejle Municipality made the landowner an offer to apply for funding subsidies from the Danish AgriFish Agency for clearing his land, including the softwood land he had just begun clearing. Vejle Municipality assessed that a total fencing of meadows with springs and the cleared conifer slopes would form a contiguous grazing area where the cleared conifer areas could develop into fantastic new grassland areas. The project thus came to include around 10 hectares.

With the project, Vejle Municipality would be able to ensure favourable conservation status of some naturally very valuable meadow areas, with habitats such as wet meadows, fens and springs. Simultaneously, an opportunity was created to expand the area with acidic grassland. In terms of the landscape, the project has contributed to creating a contiguous meadow and grassland landscape down against the stream in the river valley.
The landowner has received a number of benefits from the project:

1. The municipality was in charge of the entire clearing and fencing project:
   The project application to the Danish AgriFish Agency to obtain funding, choice of contractor for the work, supervision of construction work, putting up money for the project and accounting and application for reimbursement. Thus, the landowner has not had to bother with the construction project themselves.

2. Through the project, the landowner was able to complete a clearing project which he himself had hit a wall with, both professionally and financially.

3. The landowner had very high animal pressure in his grazing agreements, because some of the meadow was ungrazed and unfenced. With the overall project, the landowner got a contiguous fencing with access to higher-lying areas which in time will be become grassland. His animals thus also got a "healthier" grazing, since the animals have dry areas to go up on in very wet periods.

4. The landowner does not live on the property, but has plans to move out there. This way the increased amenity values on the property are prevented from being too high for him. The landowner’s outlook on nature has changed focus, from previously only looking at the property’s history and with “farmer glasses” on, to now also appreciating the land’s natural values. In other of his areas, he has said yes to the establishment of four new amphibian ponds, amongst other things. The landowner’s own work in the project was limited to the removal of the old fence.

It has been quite easy to get the landowner on board with the project, as it aligns with many of his interests on the property. There has been no contact with advisers for this construction project. The landowner is probably applying for environmental subsidies for grazing on the land through an agriculture adviser, but the municipality has not been in contact with his adviser.

Challenges in the future management:

- It may take some time before there is vegetation on the cleared conifer slopes, since pH in the areas is very low, about 3. For the sake of the future plant life on the land, Vejle Municipality does not find it appropriate to sow areas with grass mixture. Instead, Vejle Municipality has accepted a liming of the cleared areas to promote grass growth. This should be seen in light of the fact that in the nature plans there is also a requirement to expand the area with neutral limestone grasslands in the Natura 2000 area. A light liming will likely contribute to creating the basis for significantly more diverse flora in the area.

- On cleared areas, there will be a regrowth of trees and growth of blackberries. Funds for subsequent management have been sought for the project, which will be performed at the start of the growth season after the clearing and root milling of the cleared areas. It is quite uncertain whether the measures will be sufficient to solve the problem with growth in the areas in question.

Case 2: The recreational farmer – a project performed in cooperation with the Danish Forest Owners Associations

The starting point for the project was to drive off spruce which was ready for felling. The project brought the opportunity for creating a larger grazing area for the landowner and simultaneously generating greater natural value and better views of the area.
The project was based on the following:

1. driving off spruce on 7.5 hectares of hillside area and creating grassland areas instead.
2. replanting a small locality in the area with regards to wildlife and birds
3. making a large contiguous fencing of 23.5 hectares, including the cleared slopes, with regards to grazing.

- The spruces were felled with a traditional logging machine
- The tops were chipped and removed
- The trunks were crushed in a large portion of the area – at first room was allowed to remove trunks on the south slope, this later happened with the help of Vejle Municipality.
- Thinning of small hardwood areas
- Clearing old spruce fence

The owner was not interested in replanting with hardwood after the slopes were stripped. This is partially because it would require significantly more to adapt a new deciduous forest than to let the area be fenced and grazed, since the landowner applied for grazing in advance for much of his land in the area. A motivation factor for the landowner has therefore been to have less hassle with the forest operation in the areas in the future. There are some significant slopes where the costs of harvesting will be high.
The landowner has also opened up an absolutely beautiful and distinctive landscape which can be seen from his residence. The landowner has gotten a larger area for grazing their animals, including horses, Angus cattle and sheep grazing together on the land. The total grazing area on the property is about 23.5 hectares. The landowner has an economic advantage in the project, since funding subsidies can be applied for to graze most of the area.

The landowner has created the project themselves along with the Danish Forest Owners Associations and has paid various costs along the way. The landowner has subsequently given the impression that he is looking forward to the expected results in the areas, but that he has been very challenged by the process. The project was applied for as a Nature and Environment Project with 75% funding from the Danish AgriFish Agency, while the landowner has contributed the remaining 25%.

The challenges for the landowner in the project, and the various ways they were resolved:

1. At the beginning of the application, the landowner experienced the first problem. The Conservation Board's interests were in conflict with natural interests, since the Board put a question mark on what should be re-planted in the area. The owner would not enter into the project if it was not possible to plant smaller groups of trees. The tree species were purely Danish species, mainly juniper, oak and shrubs. The solution to the problem was that the municipality pointed out to the Conservation Board that the general natural value in the project was considered higher than that of replanting a few hundred trees.

2. The budget shifted! The fencing was shorter than originally applied for, and the crushing was more expensive. The solution was that the Danish Forest Owners Associations applied to move the expenses around. This went smoothly.

3. The weather was bad, and the Danish Forest Owners Associations had to postpone the project, since driving in the area was not possible. The solution was to apply to postpone the due date for completion of the project. This process went without any major problems.

4. The bridge over the river was pressured by the work in the forest, and came too close to the water surface. The Water Authority demanded that the bridge be raised again. This meant that, unfortunately, the landowner was never paid for the additional expenses associated with the project.

5. FERV – Cross-compliance between what is applied for in the different expenditure groups, and the final accounting. This meant 8 extra hours without pay for the consultant.

Until now Vejle Municipality only had a small role in the project: giving an opinion on Natura 2000 in connection with the application for clearing subsidies. The municipality has requested that the stripped areas not be sown with grass mixture, since the objective was to encourage the growth of natural vegetation. However, because the landowner agreed to this request, he lost five years of EU funding subsidies for the land.

In connection with the landowner’s application for funding subsidies for grazing, which requires an inspection of the number of livestock units, the municipality has become involved in the project again. This is because the municipality has issued a statement, based on a biological assessment, that a grazing pressure of 0.3 large creatures/hectare of land supports the best development of natural diversity. The opportunity to get a dispensation came too late and 5 years of funding was lost. According to the
Danish Forest Owners Associations, there has been good dialogue and willingness from the municipality to see the project through.

**Cooperation between landowners, advisers and municipalities in connection with the project**
The Danish Forest Owners Associations were responsible for the entire clearing and fencing project. The landowner chose to apply for grazing subsidies themselves. Unfortunately, the landowner lost some funding when he applied for a grazing subsidy for the whole area, including the cleared slopes which did not have sufficient plant cover. The landowner feels that the Danish Forest Owners Associations and the municipality advised him poorly on the plant cover requirement. This has caused unexpected situations which have cost him money.

The landowner has since contacted an agricultural adviser. Together, they found that the landowner can apply for inspection according to a scheme which does not place requirements on plant cover, but instead on the number of animals on the land during the months of June, July and August. The municipality asked for a statement, which resulted in a joint survey and conversation between the landowner, municipality and agricultural adviser. This talk resulted in a solution for animal pressure on the land which benefits the environment but also ensures that the landowner has a number of animals for which there is enough feed. Then the adviser and municipality applied for funds for completion of the project and the municipality found funds to get the trunks removed from the last two acres to ensure optimal nature conservation in the area.

**The Danish AgriFish Agency's role in the project**
As a contributor of funds, The Danish AgriFish Agency has been a very active player in the project and the subsequent grazing. There have been many corrections from the Danish AgriFish Agency's side along the way during the project. This has contributed to extension of the duration of the project and increased costs. All documents had to be remade due to minor errors.

**The Conservation Board's role**
The Conservation Board also played a role in this project, as the landscape interests were in conflict with other natural interests in the project. Landscape considerations as a result of the protected area thus put a stop to the project before it began.

**Challenges in future management**
The Danish Forest Owners Associations have called for a future grazing agreement on the land. Re-growth of trees and growth of broom, blackberry etc. should be followed closely. The landowner lacks a long-term plan for how to achieve the desired environment in the area and how to keep away/down the unwanted plants and nurture the wanted plants. By comparing soil samples on the cleared land with areas with the desired plant cover, the landowner’s assessment is that the pH is very low and this will affect the future plant cover.

**Case 3: A project run by the Danish Nature Agency**
The objective of the project is to protect and restore the open landscape and open environment of some notable hillside areas in Egtved River Valley and prepare the area for cattle grazing. The project has been cooperative project between the Danish Nature Agency and a landowner in the area. The total project area was about 40 hectares.

The Danish Nature Agency constituted the driving force in the project and has a lot of interest in getting it implemented. First, the Danish Nature Agency has the obligation to manage their land within the Natura
2000 areas. The Danish Nature Agency also has an interest in creating a holistic landscape to suit popular recreational interests in the area. The areas in the project are near a very popular vacation spot owned by the Danish Nature Agency, near a nature trail on the edge of the bluffs. Project areas were previously grazed in an large enclosure. Despite this, it has grown so much that clearing more area was necessary in order to preserve the open grassland. Parts of the area were becoming forested.

The project has the following elements:

- Clearing trees and other growth so that open grassland emerges.
- Building a new fence for cattle grazing, with appropriate division of the land. The area is divided into five paddocks with various graziers.
- Maintain existing road through the area so other landowners have access to their land along the road.
- Ensuring function of the existing nature trail by establishing stents in the fence. The path was built in the Nybjerg Mill protected area.

The Danish Nature Agency contacted the landowner to include him in a joint application for fencing and clearing with 100% funding subsidies. The Danish Nature Agency has been responsible for all formal applications, invitations to tender, supervision of the project, etc. The landowner has had no trouble with either the application or the construction phase of the project.

The landowner removed the old fence on their own land. The landowner also verbally committed themselves to provide graziers for five years. This is important to the Danish Nature Agency, because of the obligation to keep growth of trees and bushes down on the land for five years.

Between the landowner and the Danish Nature Agency, confidence between the two parties has been an important factor. The Danish Nature Agency’s employee emphasises that it has been a clear advantage that she knew the landowner in advance and was aware of the schemes which could be applied for and the forms to complete.

The private landowner avoided all difficulties with fencing and clearing in this project. He has a complete enclosure which can be offered to graziers. Financially, the project has cost nothing and the landowner can probably get funding subsidies for grazing. In addition, funding subsidies are available for a large portion of the area where trees and bushes have been removed.

Cooperation between municipalities, landowners and advisers in connection with the project:
The municipality previously pointed out the need for maintenance in the Danish Nature Agency’s areas, which were overgrown with blackberry, broom and hawthorn, amongst other things. Otherwise, the municipality has not been involved in this project.

The Danish Nature Agency has had no responsibility for the subsidy schemes the landowner is applying for. They referred him to his own adviser. As a professional farmer, he has an agricultural adviser associated with his farm.

The Danish Nature Agency has good knowledge of subsidy schemes and was able to apply for the necessary schemes. The landowner has probably applied for environmental subsidies through his agricultural adviser, but the adviser has not been involved with the project itself.
Challenges in future management
The Danish Nature Agency has a six-year leasehold agreement with a grazier. The private landowner have divided his fencing into two and has two graziers.

Grazing on the land is not always enough to keep down the growth of trees and shrubs. The Danish Nature Agency has no formal agreement with the landowner for the future beyond the landowner’s assurance that there will be graziers for the next five years.

The Danish Nature Agency is awaiting developments on the land and will make further agreements with the landowner when or if a problem occurs.

The Danish Nature Agency usually provides its land for grazing, and individual graziers offer to take care of grazing. A leasehold agreement is entered, so that it is the grazier’s responsibility to keep the land properly for any subsidy schemes.

Case 4: A cooperation project between multiple landowners
One of the landowners initiated the project. He heard about the possibility of funding subsidies on a Natura 2000 field walk in June 2012, organized by Vejle Municipality. He contacted two neighbors to see if they would help arrange for grazing and apply for funding subsidies together. Then he contacted the municipality to get a meeting regarding a joint application. The municipality suggested involving a fourth neighbour in the project. The application came to include areas belonging to a total of four landowners, one of which had animals, and another which had an agreement with a grazier in another of their areas. Subsequently, there was opportunity to have the areas grazed with cattle. The total project area is about 20 hectares.

The objective of the municipality is to secure natural and landscape value in meadows and grasslands in most of the central part of Egtved River Valley. By making a joint project where two graziers apply for grazing, a whole area is created.

The project is based on the following:
- A small part of the project is to clear the land of trees and shrubs
- The main project is to fence the area, including replacing worn fencing. The fencing is designed so that the area can be maintained by two graziers

For the landowner, the driving force was beautiful and well-kept land where he has “put and take” lakes right up to the area. It is good for business to have well-maintained areas in an otherwise beautiful and magnificent landscape. This gives his customers a good experience of nature.

Two of the other landowners have both had animals and managed land in the area for many years and they get more grazing area for their animals if the project is completed.

The last landowner moved to the area recently and was invited to create wholeness. He does not have a history with the place and has had trouble seeing himself in the project. He is unsure whether he wants grazier’s animals to graze his plot of land.

The initiator of the project has been inspirational to his neighbours for this joint project. On a field walk in 2012, the municipality pointed out that it is easier to be awarded funding for a project if more apply together. Because the landowner has only a small area, he knew he would have very little chance of
obtaining funding subsidies as an individual applicant. The landowners’ role in the construction project was to remove any remaining old fence.

For future operation, a written agreement was entered with Vejle Municipality. The agreement obligates the landowner to keep the area grazed for a minimum of five years, either by keeping animals or by obtaining a grazier.

In this project, it was the municipality’s task to align different interests and create trust between landowners and the municipality. It is important for the municipality to respond to individual landowners. At the start-up meeting for this project, the trick was to give them room to find their own solutions to their questions about future livestock in the area.

*Cooperation between municipalities, landowners and advisers in connection with the project:* The municipality stepped in as Project Manager as needed. This meant that they did everything from the project application, invitation to tender, selection of contractors, supervision of construction, putting up money and accounting and applying for money.

Until now, the advisers had a very small role in the project. One grazier had contact with their agricultural advisor, but otherwise there were none. However, including specific agreements on future operations helps clarify responsibility for subsequent management of the land when applying for funding subsidies for grazing.
Challenges in future management
Parts of the areas covered by the project are areas where spruce previously stood. The spruce was stripped for years as part of the preservation of the area. For a number of years these areas will remain major challenges with the growth of broom, bracken and blackberry. There is currently no solution to the problem.

Case 5: A special effort on a natural pearl
This 5-acre grassland is one of Jutland's best grasslands and amongst the top 10 in Denmark. The grassland contains unique species of plants, fungi and insects and constitutes a gene bank of rare species in the rest of the Egtved River Valley. Thus, for many years there has been a focus on ensuring the optimal management of this grassland with the landowner.

Since 1980, Vejle County has focused on grazing the protected area as a part of landscape conservation. However, only after the area was certified as a natural pearl in 2004-2005 did Vejle County really become aware of the natural value of the area, and has been in regular contact with the landowner ever since, in order to ensure optimal operation.

The landowner's attitude towards the operation of the area can best be compared to methods from the 1950s. It must be a good grazing area. Amongst other things, they often speak of growing more red clover in the area as well as fertilising and liming to control growth of heather.

The operating history of the site shows lime and raw phosphate were previously applied to the area. 50 years ago, the area was peel plowed to ensure grass and the surface to the south was in rotation until 15-20 years ago.

Thus Vejle Municipality has focused on helping the landowner to ensure optimal operation of the area. The landowner does not have their own animals anymore, but is interested in the area being "kept" and he has acquired animals to graze the area every year.

Over the last five years, Vejle Municipality has been helpful in repairing the fence on the land, to support grazing. In addition, Vejle Municipality combated bracken by mowing as it was spreading. There has been continuous contact with landowners so there will be animals in the area every year and grazing pressure is appropriate. Vejle Municipality has also helped ensure that landowners apply for funding subsidies for grazing. An extra large funding subsidy is granted in the area of DKK 3,200 per hectare, since it is designated as a natural pearl (scheme lapses from 2015).

The landowner benefits from cooperation by "keeping" the area true to their agricultural ideals through grazing. Simultaneously, they get help with a number of things, including upkeep of the fence and getting to apply for funding subsidies.

All of the contact with this landowner has emphasised the importance of creating trust between the municipality and the landowner and showing that the landowner is taken seriously. This trust is partially created by employees from Vejle Municipality spending time and energy on motivating the landowner to perform the best management.

Challenges in future management
The grassland has an uncertain future when the landowner has failing health. It is uncertain who manage the area in the future. Vejle Municipality spoken to the landowner about acquiring the area many times,
but they are not interested in selling, even though they are not a livestock owner. The municipality is following developments and investigating continued opportunities to acquire the area through a fund, etc.

Case 6: Cooperation between a landowner and "the public"

The area is part of the heart of the Egtved River Valley and the project harmonises well with other stakeholders in the area when it comes to nature, landscape and recreation. The project includes about 16 hectares.

The objective was to ensure natural landscape value, particularly of acidic grassland. Because of heavy overgrowth, most of the project has been clearing trees and bushes to preserve and expand habitat grasslands, especially in the steeper areas. Three view wedges were also cleared from the highest point, creating a view from the imposing hill. The entire area was fenced for cattle, including some lower meadows and pastures beneath grassland slopes.

The landowner has an agricultural approach to their land and a generous attitude. They also have memories of the open landscape from their childhood, which obviously shapes their outlook on nature.

The landowner cleared part of the hill themselves and made an agreement with a neighbour who keeps livestock to increase grazing in the area and preserve the open landscape. The neighbour offered to make sure to graze the land. In the past, the neighbour had a good experience with a Vejle municipal employee and spoke positively of creating a project together. At the neighbour’s behest, the employee was contacted to learn how the municipality could help with applying for funds to clear more land and
establish fencing. The contractor who first cleared the area also recommended that the landowner cooperate with the municipality because of positive experiences with previous clearing projects.

The largest barrier was convincing the landowner to enter a project with the public. 15-20 years ago, the landowner had a bad experience when the public (Forest and Nature Agency) raised a proposal for preservation of the area in question, for which the funds were then lost. Therefore the municipal employee has worked to build trust by listening to the landowner’s ideas and adapting them to the project. For example, the landowner wanted to establish lakes in protected meadow areas. Adaptation and negotiation were necessary so that placement of these lakes could accommodate the landowner but also result in natural improvement.

Though it is not essential to the project, the landowner is a hunter and has been responsive to ideas for the natural improvement of the area. Once the landowner was convinced and willing to join the project, everything began to happen very quickly. The municipality has been challenged to keep up with the high pace and many ideas.

There is no doubt that the future grazier has been a key person for implementing this project. The landowner is also a very inventive person and was inspired to cooperate with two other neighbours on two more grazing projects outside the Natura 2000 area.

Cooperation between municipalities, landowners and advisers in connection with the project:
Vejle Municipality helped ensure that optimal areas were chosen for clearing, both biologically and landscape-wise. They also made an employee available to hire and supervise contractors, and have guided finances for the project, paid out money to contractors and made accounts for the Danish AgriFish Agency.

100% was given to the clearing/fencing project. Previously, Vejle Municipality had also spent DKK 40,000 on new fences along the existing path at the top.

The landowner consulted their agricultural adviser about the lakes they wished to establish. The adviser helped clarify which areas were agricultural and not natural areas.

Challenges in the future management:
No application for funding has been made yet, due to the characteristics of the land. The grazier is reluctant to apply for subsidies when it is still uncertain whether the requirements can be met. They are also afraid of being pulled in to support other areas if grazing is not in order.

There are foreseeable problems with regrowth on the cleared parts of the grasslands, including nettles, thistles, blackberries and blackthorns. Grazing is guaranteed for five years in the fencing/clearing project, but solutions should be considered for regrowth (i.e. winter grazing) and subsequent manual management may be necessary.

Case 7: Cooperation with the Danish Nature Agency
This project developed through Vejle Municipality’s cooperation with the Danish Nature Agency’s Triangle area and through contacts made at the landowner meeting in February 2014. Vejle Municipality applied and gotten commitments for a new project of 22.4 hectares, which will be implemented before May 2015. This new project includes clearings of 11.2 hectares and fencing in a pen of 22.4 hectares. The land belongs to the Danish Nature Agency and one other landowner.
Vejle Municipality implemented the project in the entire area. The land is jointly owned by the state and private landowners. For this reason Vejle Municipality conducts the project, even though the Danish Nature Agency owns the land. It is smart to have one Project Manager for the entire area to streamline the process. The municipality took the lead in the project while keeping close contact with the Danish Nature Agency.

Case 8: Landowners who do not want grazing
Vejle Municipality has contacted two out of four landowners in an area where two of the landowners did not want grazing on their land. The project is to preserve a ravine as an open valley with meadows, grasslands and springs on the slopes by establishing management of the land through fencing and then grazing. The overgrowth of trees and bushes is minimal, so there should not be much area to clear.

Two landowners are currently uninterested in fencing and grazing because they do not see specific benefits for themselves. One uses their land mainly for hunting. If there were partial management, at times they would be right in the middle. The other landowner is considering the project, but is currently satisfied with the fallowing schemes from which they already have funding, where their only obligation is to turn the area annually.

The last two landowners have grazing horses and the areas look well-maintained. Therefore, these two were not contacted. Barriers to optimal management of this entire area are: 1) hunting interests and 2) other, more favourable, subsidy schemes which will most likely be phased out eventually, after which a grazing project could generate more interest.

Optimal nature conservation in this area has not been ensured and it will be a challenge to follow up and find solutions and/or arguments to motivate these two landowners to enter a project. When there are neighbouring landowners with horses, steps could be taken toward acquiring animals for grazing. The municipality will do nothing more in the area at this time.

Case 9: A cooperation project between landowners, advisers and municipalities
The property’s adjacent land is mainly hilly terrain which is difficult to cultivate. Various landscaping projects were previously implemented, including an artificial lake to deliver water to a turbine power plant. Current projects on the property can be seen as natural development that follows the trend towards restoration of past natural changes. The property is part of Nybjerg Mill protected area and there is a hiking trail through the area.

This project has focused on restoration of grasslands and quaking bogs and ensuring natural conservation in the future through grazing. About 10 hectares of mixed growth has been cleared and about 7 km of fences have been built with new energy sources. The total project area is about 90 hectares.

The project is relatively complex and contains many habitats. Here is a description of the project:

Grassland 1: The area was heavily overgrown with willow and oak, etc. The area was thinned and primarily juniper and oak were left standing. Vejle Municipality made the designation. The area is steeply sloped. The objective was to emulate an open “grazing forest.” The outer metres facing the road were not cleared. There is a nature trail through the area, so some close growth was allowed to grow back to give deer a place to hide. Hopefully, this will help avoid “squeezing out” the deer when the nature trail is used.
Overgrown grasslands before clearing, photo: Brian Ømhoj Pedersen, Vejle Municipality.

Grassland 2: The area is grassland with a scattered establishment of broom and spreading growth of bushes. Generally there is good structure in the area and only limited clearing is needed. It was necessary however to combat the broom in all areas simultaneously to crack down strongly on this invasive species.

Grassland 3: The area was partially cleared by landowners in 2010 in cooperation with Vejle Municipality. As part of the project, it was further thinned out and the stumps from the big trees were uprooted. The area is relatively flat land with a north-facing slope.

Quaking bogs: The quaking bogs had a growth of birch and pine. Around the quaking bogs was a growth of birch. All birch and pine was removed. This required cumbersome manual clearing, only made possible by a welcome period of frost.

Meadows and fens: Previously, the area was partially cleared in cooperation with Vejle Municipality for an agri-environmental project. With new fencing, it was possible to clear remaining growth and let the fens stand without woody plants. The area is reasonably flat, but very wet. Clearing measures were included in the first commitment which was subsequently withdrawn and the area was taken out of the project.

The landowner has motivation to participate in nature projects for both recreation and business. Though they are not the outdoor type themselves, they value living in a scenic area and enjoy seeing a varied and exciting environment. The landowner also owns a busy "Bed and Breakfast," with space to rent for local parties and rooms and cabins for tourists. He is not blind to the fact that the nature projects also contribute to his business.
The landowner is the fourth generation on the farm. The livestock currently consists exclusively of suckling cows and the property is currently under conversion to organic farming.

In the project, the landowner gets a significantly better fence, which makes life easier with the animals. He also has more area which must be grazed, requiring more animals for better or worse.

One of the major benefits has been the enclosure of land outside the nature area, which is in regular rotation. It is now possible to graze these areas in autumn, which gives better food security and an opportunity to finish fattening the animals for slaughter.

**Cooperation between municipalities, landowners and advisers in connection with the project**

This project was the initiative of the landowner and his agricultural adviser. The adviser made the landowner aware of opportunities for funding subsidies for fencing projects within the Natura 2000 areas. Since the landowner has long worked with a specific municipal employee, it was clear that they would help design the new project. Cooperation went smoothly with the well-established relationship between landowners, advisers and municipalities.

Vejle Municipality and the landowner cooperated on the application, which has been written and posted by the agricultural adviser. There has also been an agreement on project content. However, the adviser has not had further involvement. Responsibilities for implementing the project were unclear and some tasks have fallen through the cracks.

The lack of clear responsibilities has made it difficult to handle changes. When a project is realised, there is a major risk that the project description will never get out into the field. Any project will differ from the first sketch or plan when working with wild nature, and this is not a desk exercise. But when funding comes from subsidies paid by the Danish AgriFish Agency, it is important to apply for a modification request as soon as changes occur.

If cooperation with the municipality does not exist in advance and they have not taken interest in the land, then projects will most likely never amount to anything. It is likely that the landowner would ensure grazing and clearing to a certain degree, but major natural benefits are achieved in cooperation with a landowner who dares to let others help and a municipality who dares to trust the landowner. Simultaneously, the agricultural adviser can guarantee that solutions will be found that function optimally for both agricultural operation and applying for funding subsidies.

**The Danish AgriFish Agency's role in the project**

The project is primarily seen as a whole, including natural benefits and operational necessities. Some wishes for the project include fencing the land in the center of the area, however this was impossible under the schemes the Danish AgriFish Agency administers.

There have been challenges with the Danish AgriFish Agency's administration of various subsidy schemes. These challenges have come entirely from the project description, application for project subsidies and subsequent operation. In this context, the Danish AgriFish Agency requires formality. For example, parts of the original application were written and designed based on concrete guidance from the Agency. Still, parts were overruled in the proceedings of the application. It is also important to account for dispensation applications if parts of the land cannot be grazed sometimes because it is too wet. During inspection, a non-grazed area will be excluded and there will be a deduction in the land subsidy.
Challenges in future management
Agri-environmental agreements were signed on large parts of the land. However, there was so much trouble with these agreements that it is unlikely they will be continued.

Overall conclusion from Egtved River Valley, based on landowner dialogue in the motivation, application and construction phases:

- As a municipal worker, it is important to ensure internal support in the municipality. Biodiversity seldom gets the highest priority and special effort is needed to preserve areas with entirely unique plants and species.

- Discover which interests will draw landowners into a grazing project. There may be a lot of reasons, but it is important to argue for the right ones in terms of the landowner's interests.

- When working with multiple landowners, it is important to define project objectives from the start, as landowners are likely to have many different motivations and interests.

- It is important to build trust between the landowner and the employees who understand the project, whether with the municipality or agricultural advisers.

- By listening, responding and being familiar with issues that are important to the landowner it is possible to create projects with most landowners, even those who have had bad experiences before.

- Know your room for negotiation! It is important to be aware in advance of what can be negotiated and how far you can and will go in terms of legislation which can be interpreted and in terms of the financial aspect.

- It is important to create positive contact with the owners of public areas in Natura 2000, e.g. the Danish Nature Agency and the church. Both parties can be very actively involved in the implementation of Natura 2000 plans.

- There can be such strong interests associated with an area that the landowner does not want to manage the land with clearing and subsequent grazing. Hunting interests in particular may conflict with clearing and fencing.

- There are many landowners in the Natura 2000 areas who are not full-time farmers, but keep the property as a hobby or for part-time farming.

- The owners of hobby and part-time farms often have little to no contact with agricultural advisers, and it can be easy to get stuck if they apply for subsidies themselves.

- It can be challenging to supply part-time farmers with professional advice so that they can apply for the right funding subsidies, make proper agreements with i.e. graziers, and be aware of applicable conditions to get funding subsidies, etc.
Advisers and the municipality should guide landowners so that funding subsidies are not lost. Loss of funding causes demotivation and is a deterrent to nature conservation for the landowner as well as other landowners in the area who hear about it.

One or more models should be developed for giving the best possible advice that is financially reasonable for both landowners and municipalities. For these models, there are some important considerations:
- What is financially reasonable for the landowner in relation to the use of advisers?
- What is possible, resource-wise, for individual municipalities in terms of staff time and finances?
- What will interest the various advisers and advisory companies economically, network-wise and in terms of agricultural policy?

Projects are dependent on obtaining funding subsidies from the Danish AgriFish Agency. Therefore, applicants must be very precise when formulating the application, including the budget. It is important to comply with all the terms of commitment in order to receive full payment of funding subsidies.

Experience shows that the Danish AgriFish Agency treats commitments very formally and it is not possible to negotiate minor adjustments or adaptations to the project which diverge from the original commitment. Modification requests must be filed before changes can be made. This applies to commitments for fencing, clearing and environment subsidies.

Tightening of rules and new procedures in the Danish AgriFish Agency can make commitments a challenge. Therefore, it is important to have a dialogue with the Danish AgriFish Agency about concrete commitments when there are changes or restrictions.

**Upper Grejs River Valley**
When the Natura 2000 plans were published in June 2012, Vejle Municipality held a field walk for landowners in Upper Grejs River Valley. The atmosphere was not great, as many attendees had negative experiences from a previously completed wetland project along Grejs River. Since the municipality realised the project in 2004, the wetland has become progressively wetter. This has made it impossible to make hay or graze the meadows, despite the fact that the opposite was promised. Nothing has happened in the area since the local government reform in 2007. The ditches were not purified, and there has been no dialogue with the municipality.

On the field walk, one of the landowners spoke of a municipal project to address problems with the wetland, which resulted in a meeting. At the meeting, they agreed to bring landowners together to discuss the problem and explore possibilities for a common grazing project, where the problems of the wetland could be addressed as part of a new initiative.

A representative of “SMART Natura” attended the subsequent meetings. Observations from these meetings are described here. It ends with conclusions drawn from the experiences with the meetings.
Case 1: Motivation phase – Preliminary landowner meeting, December 2012

After the landowners and Project Worker spoke at the field walk, the landowner worked as an ambassador, or catalyser, as he himself puts it.

He called each landowner and informed them of the planned meeting (Vejle Municipality helped get the names and telephone numbers of the landowners). That way, he would get as many landowners as possible interested in participating. At the same time he announced that everyone would receive a written invitation from the municipality.

The municipality chose to hold the meeting locally, at the local Skovdal Inn, to create a good framework for the meeting in familiar surroundings.

23 landowners were invited and 24 came. Since some turned up as a couple, however, not all landowners were represented. At the start of the meeting, the municipal Project Worker bid welcome and then presented the assumptions, goals and opportunities of entering into a cooperative grazing project in Grejs River Valley between Fårup Lake and Hopballe Mill. The presentation also included the history of the area (conservation proposal in early 2000, wetland project in 2004 and field walk in June 2012).

The Project Worker described the problem of gradual flooding and swamping which occurred since the wetlands project in 2004 (unpurified ditches, water pests in Grejs River, standing water on grazing land). He stressed that the problems could be solved with a grazing project.

A wetlands project photo: Mads Fjeldsø Christensen, Vejle Municipality.
In addition, the Project Worker stressed that it would be voluntary to enter into the project and that individual solutions would be found to suit each landowner. He would also strive to make a single project with a joint application. The objective of this project would be creating natural value.

Then he gave a short review of the EU directives which designate natural value in the NATURA 2000 areas, including specific objectives and the means to achieve them. He also explained how to look at area maps on the Environment Portal.

Information on funding subsidy opportunities for maintenance of grass, clearing and changed drainage
Next, the Project Worker discussed the problem of the wetlands and presented possible solutions. He was very well prepared and had boated out and measured the waterflow profile in Grejs River. Based on actual measurements, he explained that the main problem was overgrowth. He had specific suggestions for what could be done.

The Project Worker also discussed how willow should be cleared and options for winter grazing, that the municipality had a register of graziers, that haymaking was a possibility and that cattle grazing association could possibly be established.

Then the Project Worker outlined what would happen next. He presented plans to hold "kitchen table talks" with individual landowners in early 2013, to clarify who wanted to join in a common grazing project. In March he would invite landowners to a new cooperative meeting and by 1 May applications could be sent to the Danish AgriFish Agency. The work of clearing and fencing could then be carried out in 2014-15. If the municipality could get permission and funding, there was a chance to purify the ditches as soon as 2013.

At the request of the landowner ambassador, the municipality invited a local adviser to review the finances, funding opportunities and commitment conditions.

The meeting ended with questions from the audience, but there were not many. Landowners mostly asked about the finances and whether, after a five-year agreement, it was possible to leave the project and return to original operation.

Then there was coffee and conversation between participants.

Conclusions from the meeting
It was important to a positive meeting process that the Project Worker:

- had created a good framework for the meeting in familiar surroundings
- had the history of the area and for individual landowners in place before the meeting
- spotted significant problems/dilemmas in the area, and addressed them without anxiety so that individual landowners felt accepted, even if the problems might be resolved differently in the field
- defined the project objective clearly and simply
- described the consequences and opportunities for individual landowners, both operational and financial

Case 2: Motivation phase – Kitchen table meetings, March - April 2013
As follow-up to the initial landowner meeting, the municipality's Project Worker met with individual landowners in March – April. Some of the conversations were "kitchen table meetings" and other phone
conversations. Three meetings were attended by participants from SMART Natura to gain insight into the way that Vejle Municipality’s employees engage in dialogue with landowners.

At these meetings, the Project Worker began by talking about the area. This sent a clear signal that he knows the area in detail and knows who lives where. He also said he had recently been in the area and asked for permission to go on the landowner’s land. He also asked how it was going overall and about operation of the area. He also explained that his approach to nature conservation was to combine ideals with what is practically feasible. This approach helped build confidence and show that landowners and the municipality stand together on the project.

The Project Worker was prepared with maps of the land: aerial, natural conditions and maps of the entire area. At one point he also referred to an old aerial photo from the grazier and discussed the project’s objective, which led to a discussion about views on nature.

After the opening introduction, which aimed to create an understanding of nature conservation, the Project Worker explained opportunities for nature conservation, possibly in the context of the surrounding land.

The landowner’s information about their neighbours was useful, since various proposals for nature conservation and adequate fencing were discussed. Some of the information also helped update the Project Worker’s contact list and helped the landowner to feel like an important part of the work.

The Project Worker explained that the problems of the old wetlands project were important to the grazing project. The landowner also had a chance to vent any frustration about the project, for example, with land distribution in connection with restoration of the creek, drainage from a sewer which was not working properly, the water level in the area and the river’s condition. The Project Worker was able to propose solutions for the most part and was positive about future solutions. He also took down all the information.

During the meetings, landowners would often end up “on a tangent.” The Project Worker "ran with it" and got useful information in the process. This happened several times. When the landowner was finished speaking, the Project Worker brought the conversation back on track.

Conclusions from the kitchen table meetings
To reach out to the landowner, it was important that the Project Worker:

- brought maps and leaflets with relevant information
- said that he had been in the area recently, was listening and curious in a positive way about conditions in the area and also supported his confident behaviour with an open posture
- showed that he has knowledge of the landowners and their opportunities in the area
- recognised the landowner’s opportunities and challenges associated with grazing in the area
- placed great emphasis on how the practicality of fencing was solved for all involved (water, crossings for animals, fence line, etc).
- talked about the possibility of funding subsidies for fencing, including funding rates and the process of EU applications
- listened to frustrations, relevant or not, and delivered solutions where possible
In the evaluation, the SMART Natura observer noted the lack of consequences presented regarding the more professional agricultural aspects, though this was not specifically requested by the landowner. Derived consequences could be, for example:

- consequences for a neighbour with livestock if a new, better environment is developed closer to them
- information about CC-risk (cross compliance – plant cover requirement is removed as of 2015)
- the possibility that land with conservation subsidies could be part of an independent company

Usually, a municipal Project Worker will not have sufficient knowledge of the more professional agricultural aspects. For this reason, it is appropriate to contact an agricultural adviser about the process. See proposals for cooperation opportunities in Chapter 11 Cooperation and collaboration models.

**Case 3: Application phase – Landowner meeting on fencing, April 2013**

As promised at the meeting in December 2012, the municipality invited landowners to meet in April. The meeting again took place at the local Skovdal Inn and landowners were invited to come and go freely between the hours of 3 and 5 pm.

The municipality's Project Worker invited most of the landowners who participated in the meeting on 4 December 2012 to review the areas chosen to be included in a joint application for fencing and clearing. The purpose of the meeting was to get individual landowners to approve or adjust the map, which plotted fence lines and clearings. Likewise, it was important to determine the number of joints, crossings, bridges,
etc. which were necessary to get each enclosure to function optimally for the landowners in the future. Before the meeting, the Project Worker sent out maps of the area to the landowners.

At the April meeting there was no initial presentation from the municipality, but maps of the area were distributed. The map was a basis for discussion around the tables while coffee was served. It also gave landowners the opportunity to chat informally with other landowners in the area.

Together with the Project Worker, landowners drew fence lines, joints, crossings, etc. directly on the map. Discussions took place in the order landowners came up to the Project Worker's table. The individual landowners deleted, added and discussed fence lines thoroughly with the Project Worker. In addition, they discussed how division of the enclosures would affect pen rotation throughout the season, the opportunity to cut before grazing, and whether it was necessary to fence along the entire watercourse.

The Project Worker referred several times to landowners who were not yet present: “What would NN say to that suggestion?” In this way, the Project Worker ensured that all interests were taken into account and that all landowners were involved in the solutions. At one point, the Project Worker gathered a group of landowners around the map to start an agreement between parties where one had animals and the others had land which needed to be grazed.

One discussion about a fence line resulted in the Project Worker offering to take a walk on the land with two landowners. In addition, the landowner ambassador promised to talk to someone who was not at the meeting, in order to give context.

The failed wetland project resurfaced, but the Project Worker countered that now was the opportunity to correct problems. Choice of animals was also discussed when one landowner wanted to graze with ponies and another, sheep. There was also talk of removing willow scrub, even though it should really be preserved.

Some landowners had questions about subsidy schemes for grazing and renewal of existing agri-environmental schemes. The Project Worker answered that this meeting related only to the application for clearing and fencing in the area and applications for maintenance would be discussed at a meeting in autumn, where agricultural advisers would also participate.

**Conclusions from the meeting**
The meeting had a friendly and informal tone and the atmosphere was good. Contributing to the success of the meeting was certainly that:

- the landowners themselves were in control of the pen to correct and add to the maps
- the Project Worker described what does and does not support biological objectives in the area
- in cases where landowner wishes and biological objectives were not consistent, the Project Worker tried to ward them off in a friendly way, without totally rejecting the landowner. For example, he asked the landowner whether the idea might later cause problems in another context
- there was room for small talk and a good story

**Proposals which could have made a good meeting even better**
It would have been optimal if the Project Worker had had a colleague to handle the more formal framework of the meeting. For example, the role of greeting landowners as they arrived and left. The Project Worker's focus was primarily on the landowners around the table and those he spoke with.
When a landowner wanted to know about funding subsidies for grazing, the Project Worker referred to a meeting which would be held in autumn. Therefore landowners did not get answers to questions about subsidy schemes for management. This information could have important implications for individual landowners about the commitment conditions which come with funding subsidies. This could lead landowners to limit their obligations, for example, by leasing the land or entering into an independent company. It might also mean that the fence line should be different. It could be a good idea to involve an agricultural adviser, even at this early stage of the project. See proposals for cooperation opportunities in Chapter 11 Cooperation and collaboration models.

**Case 4: Overall motivation and application phase – Joint project with small areas**

Ollerup Marsh is part of the Upper Grejs Valley, but not part of the major project described in the above three cases. This area is characterised by many landowners in a small area. Therefore work with landowners in Ollerup Marsh is described independently. The project includes clearing, fencing and preparation for grazing of six acres of marshland with five landowners. Although it is a small project with just six acres, the municipality helped get the project started to support local backing which was already present.

Vejle Municipality was approached by one of the landowners in order to clear and fence part of Ollerup Marsh. The landowner had sought reimbursement for grazing on their land and was therefore obligated to get it cleared and fenced. This process was a large part of the landowner's incentive to take on the role of ambassador for the project, and in this role he has helped the municipality make contact with landowners in neighbouring areas.

One landowner was a church, but the church council did not know the location of the small natural area. The municipality's Project Worker offered to show them the place and also invited the other four landowners. While they were all out on the land, they discussed fencing in two enclosures, what should be cleared, and who had animals for grazing. The municipality offered to apply for funding subsidies for fencing and clearing. In this simple way, the project was agreed to on the spot. Thus the motivation and application phases coincided and happened at a single meeting.

One landowner has livestock for grazing their own land, and another local grazier keeps other areas, so the landowners have found solutions themselves.

Because of hunting interests, a landowner in the area chose not to include their land in the project. The municipality chose to implement the project without it, but made sure that he was informed throughout the project. He thus knew what was happening in neighboring areas. His choice not to participate was not seen as a major problem.

The project boundary in the field could have been a problem compared to the official boundary since it is difficult to delineate individual plots of land. The municipality solved the problem by following the remnants of old fence and making the project boundary based on that.

Advisers have not been involved in the process of digging or the fencing project, but a minimum of two landowners have since been in contact with their agricultural advisers to apply for funding subsidies for grazing of the fenced areas. In the process, the municipality has contributed with maps of areas.

The municipality held only one landowner meeting out on the land. The rest was done by phone.
Optimal grazing areas were established. After the second grazing season, it is estimated that at current grazing pressure, there would be only minimal problems with growth of willow, the primary woody plant on the land.

The municipality's role
Vejle Municipality has been an applicant and Project Worker in the fencing project and has provided the funding for the clearing of the land. As Project Manager, the municipality has:

- entered agreements with the concerned landowners
- submitted applications and prepared the project description
- procured the funds which were missing for clearing
- obtained tenders and hired contractors to do the job
- supervised work
- managed the finances and prepared accounts for project
- entered into agreements with the landowners, who are responsible for maintenance and grazing for five years, as part of the commitment conditions for funding subsidies for fencing

Vejle Municipality saw that there was great trust in them as a Project Worker. This included some of the landowners letting Vejle Municipality decide what should be carried out on their land. The municipality's Project Worker was aware of multiple landowners in the area because many years ago he had helped negotiate a path through the area.

The landowners' benefits
- The landowners were aware of the Natura 2000 areas and wanted to contribute to the area by meeting the expectations set for them as administrators of a natural area
- Landowners have become aware that they have/can get designation as a natural preserve.
- The landowners have recreated the open river valley, as several of them remember from years back
- Hunting interests are taken into account when creating open areas with fresh grass for the benefit of game (several are even hunters or lease out area for hunting)

Fencing was previously established on the other side of the brook. It inspired landowners to initiate management on their own land.

Conclusions regarding landowner dialogue
- It was important that the municipality was known positively from previous projects in the area
- When landowners have confidence in the municipality, they will suggest projects themselves
- The idea is to catch the ball when landowners suggest a project themselves, as the process is already well underway and it might not take many meetings to get agreement
- It was a prerequisite for the project to be managed by the municipality
- Where the Danish AgriFish Agency did not grant funding subsidies, there was co-funding from the municipality

Fencing was previously established on the other side of the brook. It inspired landowners to initiate management on their own land.
Overall conclusion from Upper Grejs River Valley about landowner dialogue in the motivation and application phases:

The most important thing in all landowner dialogue is:

- Involving landowners in the solutions!
- Know your own role in the nature project, and when there are other skills in play!

Landowner meetings

- Build on the experience of landowners in the specific area
- Start with natural resources and landowner structure when choosing a working method
- Take advantage if there is a landowner in the area who would like to participate and be an ambassador for the project to the other landowners. In this project there is one, and he calls himself a “catalyser”
- Create good framework for meetings in familiar surroundings, and say hello to each participant upon arrival
- Have the history of the area in place
- Spot important problems/dilemmas in the area and take hold of them. In this way, individual landowners feel accepted and heard, even if the problem cannot necessarily be solved individually
- Define the objective of the project clearly and simply
- Describe the consequences and opportunities for individual landowners
- Emphasise the economic impact and opportunities of joining the project

Kitchen table conversations – clarification of who will be in the common grazing project

- Be well-prepared with maps of the areas: aerial photos and natural conditions as well as maps of the entire area. Also bring pamphlets on nature and funding subsidies (for example, fact sheets)
- Initiate an open talk about the area and express that you know the land and know who lives where
- Support this confidence-building behaviour with an open posture
- Explain that the purpose is nature conservation and that this should be combined with what is practicable
- Listen to the landowner and continue dialogue with them, even when the conversation moves in a different direction. It can provide information which turns out to be important later. When it is natural, pull the conversation back on track
- If the landowner had bad experiences with the local authority in another context, make suggestions and show a willingness to resolve what you can. Take notes on what you promise to do
- Acknowledge the challenges that the landowner has or will have with grazing in a natural area
- Information on funding subsidies is important to the landowner
- Leave specific information about environmental impacts, subsidies for maintenance, commitment terms and responsibilities to an agricultural adviser, but it is a good idea to have some basic knowledge about the issues, so the landowner can be aware of the important of including an agricultural adviser
- Inform landowners if the municipality will pay the agricultural adviser, or if they must pay themselves, and where the advice can be obtained
Landowner meeting – Open meeting where landowners freely come and go

- Send out maps with preliminary fence line to landowners before the meeting
- Bring maps with preliminary fence lines to be adapted to individual needs, where landowners can also add joints, crossings, bridges, etc.
- Let landowners guide the pen themselves and get them to think about whether the solutions work for the other landowners
- Inform everyone about the next steps

Wagtail, photo: Mads Fjeldsø Christensen, Vejle Municipality.

15.4 DIALOGUE WITH THE LANDOWNERS IN THE OPERATION PHASE

Egtved River Valley

Landowner meeting on operation, February 2014

On 19 February, a landowner meeting was held about the maintenance of meadows and grassland areas in Egtved River Valley to ensure maintenance of the natural areas. A meeting was held for local landowners. 22 landowners participated, out of the 40 invited. However, several attended as a couple, so about 1/3 of the invited landowners were present.
This was the first meeting in Egtved River Valley, where a large group of key landowners became interested after the municipality held a field walk in the area in June 2012. In the interim, the municipality has contacted the landowners, individually or in small groups. This is reflected in the project the municipality has begun in the area.

This approach has been effective in getting the "construction phase" underway.

However, it is clear that there will be some challenges around the future maintenance of the land. The municipality has long been in Egtved River Valley implementing fencing and clearing projects or Nature and Environment Projects in many of the important areas. Much of the basic work is almost finished, and there is grazing on very large areas.

The challenge in Egtved River Valley is to ensure future grazing. How can we as landowners, municipality and advisers help each other and cooperate to ensure Egtved River Valley will still be grazed in about five or ten years? One way the task can be solved is by landowners, graziers and others joining a network and participating in a community involving the municipality and advisers.

The purpose of the meeting was the following:

- Give landowners more knowledge about Natura 2000 action plans and the objectives to be met
- Set up cooperation between landowners, the municipality and authorities
- The first step to creating a network between landowners
- Clarify the wishes and needs of landowners for future cooperation

There were the following concrete proposals from landowners for future work:
(The discussions took place in small groups):

- Field walks where different topics on nature conservation are discussed. Joint meeting once a year, where landowners can be updated on new knowledge, new subsidies, etc. Professional knowledge could be presented at the joint meetings, summer outings, e-mails or letters, depending the content.
- Closed forum on the website where people in Egtved River Valley can help each other. For example, there was an exchange between those who have animals and those who want to graze (grazer register).
- Only one point of access for the municipality. Option to be assigned a contact person who can be contacted for help. Possible contact with a team of advisers, since a person can rarely cover everything. Clear division of labor between the agricultural advisers and the municipality. Who can help with clarification of roles for the landowners?
- Dialogue meetings and cooperation between landowners.
- The Danish Nature Agency and the Danish AgriFish Agency should be closer to the landowners in projects.
- Transparent set of rules, less red tape and better budget. Reduce "risk" in nature conservation. Some landowners had to pay back subsidies and some dare not apply for funding subsidies.
We want to know all about the natural area, we must be careful how it should be done and what the objective is. The ongoing maintenance is also important. The projects do not take this into account.

Effective case management, so that is not much time is spent. Several authorities present at the same time, so agreements can fall into place quickly.

Physical meetings, because not all landowners want e-mail communications.

At the same time, a number of landowners also expressed a number of concerns in the area of a different nature:

- Mountain bikes represent a growing problem in the area. Can something be done to prevent it?
- Loose dogs are a problem, could there be a leash campaign created?
- The number of livestock for grazing is going down. This makes it harder to get the areas grazed.
- There are many concerns regarding the existing subsidy schemes since the schemes are not particularly well-suited for nature conservation in the way they are controlled. It feels like a paper jungle. Smaller areas of 10-15 acres have difficulty bearing this financially.
- There are too many conflicting interests. Legislation must work better together.
- The context between Natura 2000 and Nybjerg Mill protected area was discussed. Which scheme is strongest. Is one better than another?
- Several participants perceive Natura 2000 as something affecting their livelihoods.
- There are many restrictions in a Natura 2000 area. Some landowners have had to pay subsidies back.
- Grass cover and reclearing are causes for concern.
- Some said that it was easier not to apply for funding subsidies for the land.
- Production farmers feel that expansions of livestock is cumbersome, and two of them said at the meeting directly that "Natura 2000 is our enemy."
- A little about hunting: There are many hunting interests in the area. Some hunters do not want fencing of open areas, preferring instead to turn the land to prevent overgrowth. They believe that the fence will keep deer away from the area.
- Another group at the meeting believes that grazing damages wildlife. The cattle are taken home before hunting season on deer, and the deer are not restricted by fences. The biggest challenge in nature conservation and hunting is that it is too often cleared of much of the small scrub and groves.
- There are some small areas around which cannot be used for grazing.

Challenges and proposals from the four groups:

- We are not sure of the benefits you can get out of the Natura 2000 status, and how to get the finances to be linked to cattle ranching and grazing.
- The landowners know there has been a grazing association in Egtved, but that it does not exist anymore. They estimate that it is the most economical way to participate in nature conservation as there are automatically buyers of meat, and it is not as important to make money on nature conservation.
- A landowner had an experience that it is hard to get a decent price for the meat, and it can be very difficult to find buyers every year. Sales to private individuals is a task in itself.
The municipality could lease the land and maintain the areas.

Clearing overgrown grasslands, photo: Brian Ørnhøj Pedersen, Vejle Municipality.

After the meeting, the municipality sent the minutes, which amongst other things included the following:

What are the next steps in Egtved River Valley? Based on the suggestions and wishes from the meeting, Vejle Municipality, in cooperation with local agricultural advisers, will work further with the following initiatives:

- To follow up on the specific inquiries we have received on or after the meeting, the municipality, possibly together with an agricultural adviser, will contact the landowners who came to the meeting to determine whether there can be a joint application for funds for fencing and clearing, or if there are other specific issues we should look at.

- The municipality works to create an "inauguration" event in May-June to celebrate the areas we have fenced and cleared.

- We will arrange a joint field walk for landowners in the area during the grazing season 2014.

- We will create a new joint meeting as an evening event about once a year.

- The names of two contact persons with Vejle Municipality which the landowners could contact in connection with the Natura 2000 task.
And what we have done:

- We have concretely made four new applications for fencing/clearing projects in the area based on inquiries after the meeting, and we have a few landowners we need to talk to
- The inauguration was held on 20 June at Runkenbjerg with the landowner and his graziers. It was attended by 50 people, with broad representation of landowners, other interested local people, nature enthusiasts, contractors, politicians, etc. The event was well-described in the local press.
- Sent essential links in the report to relevant websites concerning PRIOR (Nature Condition & Management Needs of areas in Natura 2000 sites) and HNV (High Nature Value Index), which will be crucial for the future allocation of funding subsidies in grazing areas (outside the special designation of Natura 2000 areas).
- On 3 October 2014, we conducted a field walk for interested landowners and graziers. The results of the field walk are briefly described below. In the published invitation, there were links to fact sheets under "Taste the landscape" and the database with AgriNord "græsning.dk".

Field walk for landowners and graziers, October 2014

We invited the same landowners who attended the meeting in February 2014. We had made an agreement with one of the larger graziers in the area to go for a walk on her land and that of neighboring areas which she has grazed on.

The objective of the field walk was for landowners to get to know each other, discuss problems relating to the grazing of natural areas and to identify areas where there could be cooperation.

We reviewed a number of problems which the landowner had dealt with on her land:

- Regrowth on slopes cleared of softwood, in particular blackberry. She had for some years had the land turned, and then had to walk the land afterwards with a brushcutter
- Watercourse improvements and drinking places along the Vejle River
- Problems with flukes in the moist areas
- Subsidy schemes, who can apply for what?
- Animal pressure, winter grazing and supplementary feeding. What opportunities are there for dispensations?
- What are the natural values of the land and how has the environment evolved?

The general impression after the field walk was that there was great interest amongst the landowners to exchange experiences on grazing of natural areas. And there was good energy in the discussions along the way. With this field walk, a slow start was created which hopefully can grow so more in the area join.

The municipality and agricultural advisers will set up another meeting about management of the Natura 2000 area before the next grazing season starts. The meeting's purpose was to get more people interested and to keep working to create a network amongst landowners and graziers around nature conservation and grazing in the area. The objective is a self-propelled network, which to a lesser degree is supported by the municipality and agricultural advisory services.
Conclusions from Egtved River Valley regarding landowner dialogue during the operational phase:

- It is important to identify the needs the individual landowners have in connection with the management of natural areas and to have a network of landowners to help each other

- It is important to start networking activities based on landowners’ desires, such as field walks and small courses in everything from livestock to EU applications. And remember that the landowners are the best people to ask about meeting their needs

- It is important that landowners know who they can contact from the municipality and advisers

- It is incredibly important to clarify who does what and how with subsequent management of the land

- There is still a need for method development regarding subsequent management, including the use of different types of animals and different machines or other nature conservation methods

Upper Grejs River Valley
Vejle Municipality broached the implementation of nature conservation in Upper Grejs Valley, initially to get the highest possible number of landowners involved in the clearing and fencing project and later, during the operational phase, to get landowners to enter conservation agreements. The basic agreements on the grazing in the project period were not prepared at the application stage.

Case 1: Landowner meeting, clarification of individual issues, March 2014
The municipality applied, on behalf of the landowners, for funding subsidies for clearing and fencing. After the work with clearing and fencing was initiated in the construction phase, three landowners considered cooperating on grazing of their land. In this context, they wanted some aspects of grazing explained, including the choice of breeds and choice of cooperation, and to make a long-term plan for the work. The landowners’ wishes were granted by the project “SMART Natura” and they simultaneously got the opportunity to test a model for a meeting between the municipality, landowners and advisers.

There was also an "environmental check" prepared for the meeting, where two of the properties were described from an environmental angle to get an overview of opportunities and restrictions on expansion of livestock if there is a need for more animals to manage the natural areas.

The municipality's role:
The municipality's Project Worker briefly reviewed the status of the project for fencing and clearing. The landowners commented on the process until now. Amongst other things, they felt that there should have been several stages in the application, because the need was found to be greater when the actual fence was put up.

The Project Worker also outlined future management of the river and ditches.
The agricultural adviser's role:
At the meeting, an adviser reviewed the different funding opportunities in each area and how funding subsidies can be combined. He also described the opportunities inherent in mutual grazing agreements if landowners want the animals to be used jointly to graze each other's areas when needed. The adviser then explained a little about the choice of breeds. The breeds have different needs. This can be exploited by selecting the breeds best suited to the different types of land.

Another agricultural adviser had prepared an environmental check for two of the landowners. Opportunities were reviewed and discussed for the expansion of livestock in relation to current operation. Possible restrictions were also explained.

The landowners' benefits:
The meeting resulted in all three landowners being willing to cooperate, but feared that a formal cooperation in the form of a company would be too bureaucratic. They assessed that it would cause more administration and related costs than actual revenues. Instead they chose to continue the existing cooperation supplemented by mutual grazing agreements.

Conclusions from the meeting:

- The purpose of the meeting was not announced beforehand to the two advisers, so the preparation for the meeting was not as focused as it could have been. The meeting was thus lacking a little structure, and it seemed a bit like “shooting from the hip” in relation to the issues on the table.
- Think, what should the municipality and participants have gotten out of the meeting? Should information material go out to landowners before the meeting and should they prepare? Which meeting form works best?
- A recommendation may be that when invited to this type of landowner meeting, there should be specific questions from landowners or a desire to know what they would like to be informed about, for example:
  - What funding subsidies can be applied for in our areas?
  - Which species suit our land?
  - Can/should I have more animals?
- A better preparation and better meeting structure might provide an added value for landowners.

Case 2: Landowner meeting, Friday cafe, March 2014
In connection with management agreements, landowners are usually interested in knowing which funding subsidies can be applied for and the conditions attached to the funding subsidies. It may also be useful to know the opportunities for cooperation agreements and independent companies. Vejle Municipality invited landowners in Upper Grejs Valley to meet, with presentations from an agricultural adviser.

The municipality sent the invitation to all landowners. The farmers who were accustomed to handling subsidy schemes were also contacted, but were told that they were not the target audience for the meeting. The target group was the landowners who were uncertain of the subsidy schemes, or had no knowledge of them.
Background for the landowner meeting:
The meeting was a follow-up to the meeting in April 2013 when landowners got together to review and adapt the fencing and clearing project which the municipality's Project Worker - on behalf of a number of landowners in Grejs River Valley - would apply for funding subsidies for. At the meeting, some of the landowners raised questions about subsidy schemes for the subsequent grazing of the land. The Project Worker then referred to there being a meeting on subsidy applications for autumn, which later was postponed to March 2014.

The meeting was intended to give the two groups of landowners, who could potentially work together, information on opportunities and conditions for funding subsidies, including what they should be aware of as landowners and graziers. The difference between leasehold and grazing agreements was an important topic, and how the administrative burden can be eased. The idea was that landowners already at the meeting should talk about how they would cooperate, who might be a tenant farmer or leaseholder and whether graziers would enter grazing agreements or leasehold agreements with the other landowners.

Case 2a: Team West, ten participants
The municipality's role:
The Project Worker began by explaining that the reason for the meeting was that the municipality had previously been really good at launching projects. Once the project was completed, the municipality used to pull out of it again. This time, the municipality would not just leave the project when the fence was set. The municipality would be able to help the further operation get going, partly to ensure that the project the municipality had initiated worked and was in order and to ensure future management for many years.

This prompted landowners to bring the unsuccessful wetland project on the field again, and project employee explained the measures which the municipality had already started and some experiments to be tested.

Then the Project Worker turned the talk into the management of the land. He praised the beautiful grasslands and unique fens with interesting plants and insects, and said the landowners were really good at maintaining them. He acknowledged that it is difficult to maintain fens, which must always be as wet as possible, though dry enough for grazing. The meadows on the other hand are not as delicate, and easily withstand the digging of several drainage ditches where there is a need for it. He suggested that landowners assess in the summer how the land looks in relation to the subsidy schemes which best suit the land, unless some landowners were already ready to apply for funding subsidies.

The municipality's employee explained that when the municipality is the applicant, it is actually the municipality who has the obligation to maintain the fence for the first 5 years, but that the obligation for entering the agreement will now to be transferred to the landowners. This occurs against the municipality in return completely assuming responsibility for the entire application and construction phase as well as laying out money for fencing. The municipality would like to provide a needle and a little thread now and then, and will hold a small course in setup and maintenance. In fact, the thread is so strong that you need some tips and tricks to set it up properly.

The agricultural adviser's role:
The agriculture adviser started by saying that she would look at the non-biological conditions in a fencing project. Then she explained why it is so important to remember that you are responsible for the area you are applying for funding subsidies for. This applies to both owned and leased land. She pointed out that one should think about what is easiest and most secure, and thus decide whether to enter a grazing
agreement or leasehold agreement. She also gave advice on what landowners should consider if the area is a little "doubtful". Then she weighed in on how landowners can work together so that only a single person has the burden of applying for funding subsidies. This approach can reduce the administrative burden for many of the landowners who have only a relatively small area. There were also suggestions on how to reduce the risk of the landowners who have a big production and thus the risk of large deduction from the total subsidy if the nature conservation portion does not succeed well enough.

The subsidy rules led to many questions, but most asked about how it would exactly relate to their land. The agricultural adviser had to give general answers, because she did not know each landowner's very different conditions. In this way, it became apparent to landowners that there are many challenges in a common grazing project including land with various funding subsidies and commitment obligations. At the same time, the land contains areas which require special operation to get it grazed. The operating form which is perhaps most obvious must be adapted to the applicable control rules.

Then the agricultural adviser distributed templates for grazing agreements for some pieces, and landowners had time for some plain talk and coffee.

Hare, photo: Mads Fjeldsø Christensen, Vejle Municipality.
Case 2b: Team Middle, four participants

The municipality's role:
The Project Worker broadly repeated the presentations he had given the first team, after which there was discussion about the dry and wet areas. The Project Worker praised the landowners for the excellent management of the fens, which could maybe could be "tuned" in a little better direction along the way. But this was in the long term. Now they just had to continue the good work.

The agricultural adviser's role:
The agricultural adviser talked about funding subsidy opportunities and commitment conditions. The cooperative relations were clarified in advance, so the agricultural adviser's review of funding subsidy opportunities and responsibilities was made more concrete compared with the current conditions.

Finally, there was time for landowners to clarify how they could obtain more animals.

Conclusions from the meeting:

- Several landowners asked many questions, especially very specifically about their own land, commitment obligations and possible cooperations. However, the agricultural adviser was not aware of the individual landowner's conditions and cooperative relations, she first needed to ask a number of clarifying questions. Still, it was difficult to give a substantive reply within the time frame and in a forum with such different interests and background knowledge.

- The two graziers from "Team West" had many specific questions which were not possible to clarify at a joint meeting. Therefore it would probably have been more appropriate to divide the team into two groups, each of which would cooperate on grazing. This way the discussions were more focused on each group's conditions.

- Alternatively, participants may have gotten more out of the meeting if they had a more concrete proposal, for example, two hypothetical scenarios of how land could be operated together. The landowners who did not have plans to cooperate with others did not get much out of a meeting where the focus was primarily targeted at clarification of responsibility and control over the land in relation to leasehold and grazing agreements. They would probably have gotten more out of an individual meeting with an adviser.

- It was not optimal that some participants had no plans to apply for funding subsidies. They had no background knowledge of the concepts related to funding subsidies and commitments conditions, and they got no great benefit out of hearing about it. They had either very small areas, or they leased their land.

- At the meeting with the four landowners from "Team Middle" it was possible to be more specific, because three were related to each other and had already clarified the form of cooperation. The fourth knew he wanted to enter grazing agreements with a number of horse owners.

- Perhaps the meeting got started with some landowners becoming aware that they should have control over what responsibility they assume when apply for funding subsidies or entering leasehold or grazing agreements.

- The meeting form was not intended for individual landowners to get personalised advice.

- The municipality and advisers had not previously spent time together on defining the purpose of the meeting and the path to the objective. A better preparation would have been more appropriate.

- Think, what should the municipality and participants get out of the meeting? Should information material go out to landowners before the meeting and should they prepare? Which meeting form works best?
Considerations on alternative meeting structure
As always, it is easy to be wise after the event, even in connection with determining the type of meeting. Here are some considerations which arose from the meeting.

1. It would have been appropriate if the adviser had insight into the fence's context and which landowners had plans to cooperate. Based on the knowledge, she could better provide various scenarios for the various landowner groups, and it then became possible to discuss the pros and cons of the different scenarios at each meeting.

2. One could also consider how the timing is most appropriate. It can be a dilemma to the municipality and a number of landowners to decide to set up fences together in a project, and landowners only later find out whether it is possible to apply for funding subsidies for management of the grass or Basic Payment or if this does not pay off compared to the disadvantages which come with the commitment conditions.

3. While the municipality and a number of landowners decide to set up fences together, another approach would be to ensure that there is certainty in which funding subsidies landowners can apply for and how to make applications when the fence is established. Who rents or leases and who makes grazing agreements (or other models)? Which control forms are suitable for areas and other operational matters? In this way, finances and responsibility are more clear for each landowner before he or she has to make decisions about participating in the project.

4. Consider getting both fencing and agreements on grazing in place at the application stage because the municipality would otherwise risk being left with the responsibility of the five-year project, if it is the municipality that stands as the applicant for the fence.

5. When the municipality is applying for funding subsidies for fencing on the landowners behalf, it is the municipality who is responsible for the fence for the first five years, unless the parties otherwise agree. In connection with the related agreements on grazing, the municipality and landowners should reach an agreement on who should maintain the fence, and who it belongs to after the five years.

The above suggestions require more involvement from an agricultural adviser than the selected meeting type at Grejs River Valley. See suggestions on how the municipality and agricultural adviser can jointly help give landowners a good decision-making basis so that they can be dedicated nature conservationists or reject it on an informed basis in Chapter 11 Cooperation and collaboration models.

Conclusions from Upper Grejs River Valley regarding landowner dialogue in the operational phase:
(Landowner meeting – meetings with landowner groups who might want to cooperate)

- Invite the landowners who can/will work together on grazing
- Initiate the meeting by talking about the background and goals of the meeting
- The agriculture adviser may establish general scenarios for different models of cooperation and commitment conditions, including what must be taken into account on land grazed together
- Alternatively, the agricultural adviser can start with the land to be managed together, and where there is a need to consider which models are the most simple and safe for the landowners
• Remember that many landowners are not farmers, but "just" have a natural area as part of the residential environment. They rarely know the technical language regarding funding subsidy rules and obligations.

• It is difficult to target a meeting on cooperation models, funding subsidy opportunities and conditions, if participants consist of full-time farmers, part-time farmers and perhaps landowners not engaged in farming. It should be clear to the individual what they are saying yes to.

• Please indicate what the next step would be for landowners, where they can turn for further help and advice, and what it might cost.

• If you have made your considerations on why to choose a particular type of meeting, how to go about it, and why you are rejecting something, it will probably not "go wrong."
16. Overall conclusions and recommendations

Over the past 3 years SMART Natura has monitored Vejle Municipality's cooperation with landowners in Egtved River Valley and Upper Grejs River Valley with regards to preparations for grazing and subsequent management. Along with a number of mobile team meetings held around the country's municipalities, as well as a series of interviews with relevant individuals with long experience in nature project management, valuable experience and new knowledge is accumulated around existing work procedures and cooperation models described in this handbook.

This chapter summarises some of the main conclusions and recommendations. For simplicity, these overall perspectives are presented in a chronological sequence through each of the project's different phases, as described throughout the handbook. Please read the individual chapters for detailed descriptions of the topics. Each of the conclusions refers to the chapter which primarily discusses the topic.

The planning phase
Project work is a team task! Create an overview of the skills and resources available. This is about the project culture supporting the skills needed in the project team, whether it is a small or a large municipality. Be aware that nature projects take time – a lot of time – as they are based on landowner’s voluntary participation (see Chapter 3 on good project culture in the municipality and advisory companies).
Cooperation between the municipality and advisers on opportunities in Natura 2000 areas is not only useful for the landowner, but also cost-effective. A cooperative atmosphere and clear expectations between the adviser and the municipality concerning the opportunities and restrictions of the project usually leads to a smoother dialogue with the landowners. This can save time and lead to better and longer-lasting projects (Chapter 12, Cost-effectiveness and synergy).

It makes good sense to involve relevant advisers in planning the expansion of the natural habitat to accommodate the most interests and minimise potential disadvantages. Such cooperation signals that the municipality has respect for the farmer's production opportunities, but also creates trust because the farmer's advisers are involved (Chapter 11 on Cooperation and collaboration models).

It is important to know the area both inside and around the Natura 2000 area. If the municipality has a department with knowledge on the farms in the area, this can help get an overall picture of which properties the municipality has given an environmental approval and the challenges a nature project may have for these farms. By involving local agricultural advisers in the planning, this can also contribute to the overall picture in terms of the opportunities and challenges associated with a nature project.

Consider where synergy makes sense and is possible (Chapter 11 on cooperation and collaboration models).

It may be obvious to use advisers for landowner dialogue, if the adviser is more trusted by the landowners than the municipality's employees, or if the municipality does not have the resources for time-consuming work with landowner dialogue (Chapters 11 and 12).

Select the model for negotiation and cooperation which is most appropriate and makes the most sense in the area in question (Chapter 11). The following models are described here:

A. Municipal paid advice
B. Green alliances
C. Landowner-driven project
D. Nature conservation cooperation
E. Nature conservation associations
F. Purchase a complete package

Choose a Project Manager! Whether they are from the municipality, advisory company, a landowner or somewhere else, it is essential for the overall project implementation and all its stages that one person have overall responsibility. The Project Manager also ensures that the project is done in an inclusive and trustworthy manner in relation to the landowners and other stakeholders involved in the project (Chapter 15).

If the municipality is the Project Manager, it might be a good idea to designate an agricultural adviser to help the Project Manager ensure that the landowners make the necessary leasehold agreements and grazing agreements at the start of the nature project. Later in the project, the agricultural adviser helps ensure that the landowners have applied for funding subsidies. In agricultural advisory services, nature and environmental advisers work with nature projects and environmental conditions concerning livestock production. The crop adviser applies for land subsidies and makes grazing agreements, while lawyers
often prepare leasehold agreements. Therefore there may be a need for the designated agricultural adviser to act as a coordinator in the project, because one adviser can rarely fill all roles.

The motivation phase
Gather as much knowledge as possible about the area where you have to negotiate and the landowners you will be talking to (Chapter 5).

Be aware that landowners can be very different and have many different interests and motivations associated with a project (Chapter 3).

Be aware of the types of barriers which are important to landowners, and which you might encounter in landowner dialogue in an area (Chapter 4).

Always be aware of the following barriers:
- Rules and inspections for funding subsidies for nature conservation
- Finances of nature conservation
- Hunting interests
- Nature conservation takes time for the landowner/grazier
- The municipality's role as both authority and as the one responsible for landowner dialogue

Identify people in the area who may be suitable as ambassadors for the nature project. Be aware of what role a person can and cannot take on as an ambassador (Chapter 6).
Be well prepared for landowner dialogue – both in terms of maps of the area, the objectives of the project and what room you have to negotiate (Chapter 7).

Foster trust with the landowner by meeting them where they are and being responsive to what they say about the area – even if they go off on a tangent. It is important the landowner trust that the project is something you "are together on" and that they have a real opportunity to influence the project (Chapter 7).

Identify the interests landowners may have in a given project by showing interest, asking questions and listening to the landowner when a project idea is presented (Chapter 7).

Respect if a landowner is not interested a project from the start and make sure to create a "loophole" so that it is possible to return at a later date if circumstances change or the landowner changes their mind (Chapter 7).

Do not spend too much time on landowners who are already making unrealistic demands in the initial negotiations or have a negative attitude (Chapter 11). Consider whether the landowner can be motivated if they are contacted by another person, possibly an adviser or an ambassador (Chapter 6).

Landowners must have information the specific consequences a nature project can have for an individual. A nature project may limit future operations and increase obligations. The neighbours' nature conservation can also influence the future farming in the area (Chapter 13). This is a task for agricultural advisers, as only they can take on professional liability.

Provide landowners with information on opportunities for cooperation on grazing and fully explain responsibilities, advantages and disadvantages. In many cases a standard grazing or leasehold agreement is appropriate, but sometimes the solution is grazing guilds/associations or forming a company (Chapter 9). This is clearly a task for advisers, who know more about the landowners' operational conditions and are covered by professional liability.

**The application phase**

Clarify who has money to pay contractors while the project is carried out. It often takes a long time from project start until the accounts have been prepared and the money comes in from the Danish AgriFish Agency. The bigger the project, the more money this will be, and the longer it will typically take before the money is paid. Often there will be a set up of a minimum of ½-1 year (Chapter 12).

Enter agreements with landowners where they are responsible for grazing or allow grazing and possibly maintain fences. It is important that they know and accept their obligations before the application is submitted. Otherwise, the municipality risks being stuck with the responsibility for fences and areas for the five years required for fencing and clearing projects, if the municipality is the applicant (Chapter 9 and 15). It is also the first step to ensuring long-term management of the areas (Chapter 14).

Think through the construction phase from start to finish before submitting the application and check where it is and is not safe to drive. Be aware that there are periods where work must be avoided. Remember agreements on who should repair roads and bridges damaged during construction work (Chapter 8).
The construction phase
Inform landowners about what should happen and when it will happen – even the landowners who have chosen not to participate in the project. (Chapter 15).

Many landowners have close ties to the project, and most would like to help in the actual execution. Contact with the landowners can prevent misunderstandings and mistakes, e.g. in connection with crossings and stowage space. Therefore, make sure that the contractor has the phone numbers of relevant landowners (Chapter 8).

Remember to celebrate the nature project with the landowners when the construction work is completed. The nature project can be inaugurated, e.g. by inviting landowners and other stakeholders. All involved participants in the project can thus celebrate the good cooperation (Chapter 15).

The operation phase
The future management must be ensured in the best possible way. This can be based on a nature plan. The landowners’ interest can also be maintained by fostering pride in the nature they are managing (Chapter 14).

If landowners have entered a grazing agreement with a grazier, it is important that he or she orient the grazier on the commitment conditions imposed on the area each year. The subsidy conditions can change from year to year and the landowner can also change form of inspection from year to year. If the
grazier is not aware of applicable conditions, it is difficult to adapt their management of the area to the applicable requirements (Chapter 9).

**Long-term operation**

Agree with the landowners what their future wishes are in relation to contact with the municipality and advisers. If they are interested in an annual field walk, an annual coffee meeting (perhaps with a pre-defined topic), or something else? How and how much they would like to be informed of different topics concerning nature conservation and livestock (Chapter 15)?

Try to make the landowners interested in forming local networks which can provide a link to the municipality and advisers. Involved landowners are a good driving force for the future management and new projects (Chapter 9 and 15).
Bibliography

Projects, reports and articles on landowner dialogue, involvement and cooperation
In Smart Natura works with involving many stakeholders in solving challenges in 2 select Natura 2000 areas. There has been a particular focus in the project on the cooperation between the municipality, landowner and advisory company.

There are several projects and reports which deal with cooperation between stakeholders who may have very different interests in the same case. When working with many stakeholders, it can be good to be aware of concepts such as social learning, action learning and involvement. These are concepts which revolve around the same issue in different ways. It is important to know and have an understanding of these processes. The understanding can help to form the basis for constructive solutions. It is important to listen to stakeholders so that the right solutions can be found together. A single person rarely has the right solution.

There are many projects throughout the EU which have focused on the cooperation and involvement of landowners. Here are some of the projects, publications and articles which have dealt with the subject in different ways.

A good piece of advice when working with many stakeholders can be:
"Listen 90 percent of the time and talk 10 percent"

Handbook of nature project management
A landmark and important tool which came to form the school of thought for many people in the effort to become skilled nature project managers was: Restoration of Wetlands in three volumes, also called “the Cookbook”. The Cookbook was prepared by Miljø og Energiministeriet (the Danish Environmental and Energy Ministries), Skov og Natursstyrelsen (the Danish Forest and Nature Agencies) in connection with Water Environment Plan II and the efforts to restore 16,000 acres of wetlands from 1998 onwards.

- Restoration of wetlands - Frameworks and legislation
- Restoration of wetlands - Hydrology, ecology and surveying
- Restoration of wetlands - Project process

Projects

Agwaplan, EU Interreg project
SEGES and three local advisory centres under Dansk Landbrug (Danish Agriculture), farmers in three pilot areas, Århus County and Danmarks JordbrugsForskning (Danish Institute of Agricultural Sciences) cooperated closely on protection of the surface and ground water in 3 large agriculture areas/basins. The project was one of the first large projects where multiple stakeholders cooperated to solve environmental challenges. Several meetings were carried out between stakeholders.

Agwaplan: Agriculture and environment in balance. [http://www.agwaplan.dk/agwaplan.htm](http://www.agwaplan.dk/agwaplan.htm)
Aquarius, EU interreg project
The Aquarius project consisted of seven international pilot projects which had the goal of farmers and landowners being able to act as administrators for water environment while operating an effective and profitable production. The Aquarius project was unique because there had never before been an international EU project which focused on climate, water environment and professional agricultural issues and involved such a wide variety of stakeholders in so intensive a cooperation across national borders.

Quoted from The most important results from Aquarius
"Communication between authorities, advisers and farmers has top priority. All pilot areas have examples of how important communication and involvement is in order to identify and implement win-win solutions. All relevant stakeholders must be involved right from the start of the implementation process. It is also important to reiterate objectives, again and again, to all stakeholders and it is very important that you do not let these objectives fall out of sight. Show the farmers the positive effects of good water management as inspiration via evaluations and demonstrations and use innovative farmers as good examples."

Aquarius: http://www.aquarius-nsr.eu/About/The_Aquarius_Project/The_Aquarius_Project.htm?WBCMODE=PresentationUnpublished


The project is continued in WaterCAP-Taskforce.

Baltic Deal, EU, Baltic Sea Regional Programme
This project involved 100 demonstration farms throughout the Baltic region. There was work with environmental measures, involvement and cooperation across national borders. In Denmark the project had the basic idea that farmers themselves should come up with solutions on how environmental challenges can be solved. There were several meetings with stakeholders (advisers, farmers, directors of biogas plants, specialists and project managers) to find the right solutions. Experts were called to the meeting to solve specific problems so the project could move forward. For example, the project resulting in the formation of a screw press association, where 6 farmers supply biomass to the biogas plant at Bornholm. The biogas plant is owned by Østkraft and thus by the citizens. The farmers could look at the advantages in taking initiative themselves.

Baltic Deal: http://www.balticdeal.eu/

HarmoniCOP project
HarmoniCOP is a case study conducted in nine European countries. The project has the purpose of investigating and understanding participatory processes/involvement processes in Europe. It mentions that there are significant cultural differences in Europe.

"HarmoniCOP, Harmonising Collaborative Planning ". Retrieved 05.09.2013, from http://www.harmonicop.uni-osnabrueck.de/
Land Life
Landlife tries to exchange, increase and promote expertise in the management of natural sites throughout Europe. The project works broadly with the concept of stewardship amongst landowners, public and private organisations and the wider public (e.g., citizens). The mission is to stop the loss of biodiversity in Europe.
www.landstewardship.eu/

NeWater project
NeWater is a very large project with 37 project partners. The project works with "multi-stakeholder dialogue" – dialogue with many stakeholders.


Greppa näringen
Large environmental project in Sweden where there has been a cooperation with the authorities for over 10 years to reduce the nutrient load for the aquatic environment.
http://www.balticdeal.eu/advisory/greppa-naringen-experince-in-sweden/

Rivers Trust
Rivers Trust in England works a lot with the involvement of multiple stakeholders in water management. Rivers Trust works with environmental initiatives together with farmers within and outside Natura 2000 areas.

Rivers Trust works via environmental advisers who are neither employed by the state, municipalities or advisory companies. They work for money paid by water utilities or water companies, funds, lottery funds and sponsors. Water companies have the view that it is better to spend the money directly out with the farmers than to spend it on facilities to purify water at the waterworks.

The environmental advisers in Rivers Trust are a type of intermediary, in English they call such an environmental adviser an "honest broker", someone who ensures that the private funds are being spent on the right things and the right places, that the money is being spent on genuine environmental benefits. The word "Trust" has a double meaning in English, as it can mean someone is seen as honest, or it can be a fund. The advisers give farmers independent environmental advice and are simultaneously the actual link to the water companies and thus directly to consumers.

Rivers Trust has published a guide on how to work with many stakeholders, and tips for a better cooperation.

Stakeholder engagement toolkit:
Section 1: Context and principles to consider when engaging with stakeholders
http://www.theriverstrust.org/projects/stakeholder/section1.html
Section 2: Designing and planning a stakeholder engagement process
http://www.theriverstrust.org/projects/stakeholder/section2.html
Section 3: Specific stakeholder engagement techniques
http://www.theriverstrust.org/projects/stakeholder/section3.html
Section 4: Introduction to the RIPPLE Project
http://www.theriverstrust.org/projects/stakeholder/section4.html


SLIM project
Major EU project on social learning. There are many theories of social learning. In SLIM, social learning (SL) is perceived as a collective learning process which can be done through interaction between several interdependent stakeholders when proper facilitation, institutional support and a favourable political environment exists.

"SLIM: Social Learning for the Integrated Managing and sustainable use of water at catchment scale ". from https://sites.google.com/site/slimsociallearningforiwm/

Social learning is fundamentally based on the idea that learning is created between people. This refers to a process in which the participants change their own perception of the situation in order to get innovative new solutions to old problems.

Literature on social learning


**TEHO, TEHO Plus and RaHa in Finland**

TEHO was the first major environmental project in Finland, where regional agricultural organisations and environmental authorities cooperated very closely, the level has been the involvement of 200 to 250 landowners. The project was very focused on helping landowners to find the right places on their land for environmental initiatives and conservation. For example, the landowners plotted with experts where to place buffer zones, constructed wetlands and how they could best work with biodiversity on the property. A handbook with detailed maps has been issued. Authorities and farmers have worked together here to find the right solutions on the individual property. In Finland, farmers receive subsidies based on the conservation or environmental initiatives they perform on their own property.

http://www.balticdeal.eu/advisory/teho-raha-experience-in-finland/

http://www.balticdeal.eu/advisory/maps-and-gis/

**Reports**

**Vattenråden in Sweden – the Federation of Swedish Farmers’ perspective**

The Federation of Swedish Farmers, LRF, has released the final report *Vattenråden in Sweden – the Federation of Swedish Farmers’ perspective* in March 2012. The Swedes have a lot of good experience with what happens when many stakeholders must cooperate. The report was prepared by Magnus Ljung, AgrDr, State Adviser in consultancy and research in environmental communication in Sweden. He points out that in general it is about creating a platform for dialogue when working with many stakeholders and here to create conversations with certain qualities. These qualities refer to systematic work with situation analysis, goal charts, action plans and impact assessments, but also to creating and maintaining a good conversation climate and an ongoing learning process between the players.

On SEGES LandbrugsInfo some of this report is translated:


**Reports from EU**

In EU circles, there has been much focus on how the advice should be formed in the future when complex tasks must be solved. Many of the challenges in the Natura 2000 areas must be addressed by many stakeholders cooperating. The report "Integrating water issues in Farm advisory services" describes it very well here:
“The old linear model of technology transfer (from scientists via advisors to the farmers) is now outdated and should be replaced by an interactive model of networking systems, since knowledge is also generated by farmers and by private firms as well as by basic and applied researchers. Therefore, a full farm advice system needs to encompass a wider range of communication and learning activities organised for farmers by professionals from different disciplines including agriculture, agricultural marketing, health, business studies, water management as well as to have feedback from advisors and farms to researchers and authorities.”

Project Baltic Deal collected many EU reports on the subject on this site: [http://www.balticdeal.eu/advisory/materials-eu-reports/](http://www.balticdeal.eu/advisory/materials-eu-reports/)


**Environment Life Programme**

The LIFE programme is the EU's financial instrument for supporting environmental, conservation, climate and nature actions throughout the EU. Since 1992, LIFE has co-financed some 4,171 projects, contributing approximately EUR 3,400,000,000 to the protection of the environment and climate. [http://ec.europa.eu/environment/life/index.htm](http://ec.europa.eu/environment/life/index.htm)

**Citizens on the field**

Handbook for practitioners in urban renewal and urban development. The book contains both theoretical perspectives, concrete stories and methods and tools for citizen participation.

Involvement and participation of citizens and local actors are increasingly the focus of public management.

Citizen involvement strengthens ownership and anchoring of efforts. Experience from practice shows that projects are anchored and maintained to a greater extent when the local citizens have influenced the design.

**Commentary:** The principles are the same whether it is a case of urban renewal and urban development or whether it comes to larger natural areas to be adapted and maintained by landowners. Read "Citizens on the field" with this in mind.

**Landscape strategies and landowners**

Guiding rural landscape change: Current policy approaches and potentials of landscape strategy making as a policy integrating approach, af Jørgen Primdahl, Lone S. Kristensen, Simon Swaffield, Department of Geoscience and Natural Resource Management, University of Copenhagen, Rolighedsvej 23, 1958 Frederiksberg C, Denmark. School of Landscape Architecture, Lincoln University, New Zealand.

Locally anchored and cooperation-driven landscape strategies – objectives and means for local land district development. By Professor Jørgen Primdahl, associate professor Lone Kristensen and researcher and project coordinator Kamilla Hansen Møller, Forest & Landscape, University of Copenhagen.
Quote from the article: "An established top-down framework is often necessary, but also includes a risk that you will not be an active participant locally – or are so internally divided that in reality there is no basis for joint projects guided from below."

Performing failure in conservation policy. The implementation of European Union directives in the Netherlands. By Raoul Beunen1, Kristof Van Assche and Martijn Duineveld

Natura 2000 Network
The EU Birds and Habitats Directives for Nature and People in Europe.

Species, Habitats, Society: An Evaluation of Research Supporting EU's Natura 2000 Network. By Viorel D. Popescu; Laurentiu Rozylowicz; Iulian M. Niculae; Adina L. Cucu, Tibor Hartel
http://www.plosone.org/article/info%3Adoi%2F10.1371%2Fjournal.pone.0113648

Action learning
Action Learning is a dialogue-based learning method and form of teaching. Action Learning is in contrast to more traditional learning methods which focus on demonstration of knowledge and skills. The method has a greater focus on generating new knowledge through concrete actions which lead to new and improved skills and performance. Action Learning thus shifts the focus from the teacher to the learner.

It is described here in the Baltic Deal project: http://www.balticdeal.eu/advisory/action-learning/

Education

http://oro.open.ac.uk/8450/1/systemic_env_dec_mkg.pdf
### Funding subsidies and responsibilities

(Original documents may be downloaded from smart-natura.dk under agreements and contracts)

<table>
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<th>Appendix 1.</th>
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#### Natura 2000 Handbook - Landowner dialogue & cooperation

**Hvem kan søge tilskud, og hvem har ansvar for arealer og dyr?**

Naturplejeprojekter handler meget ofte om samarbejde mellem forskellige holdsejere og dyreholdere, men der opstår somme tider tvivl om, hvordan ansvarsfordelingen er, bl.a. i forhold til tilskud, hvem der kan søge tilskud, hvilken risiko man påtager sig og meget andet.

Nedenstående skema anskueliggør, hvem der kan søge tilskud, og hvem er der ansvarlig for overholdelse af de forskellige forpligtelser, arealer og dyr.

<table>
<thead>
<tr>
<th>Enkeltbetingelse</th>
<th>Du ejer og driver areal.</th>
<th>Du ejer areal, men har bortforpagtet det</th>
<th>Du har forpagtet areal</th>
<th>Du er dyreholder og har en grænsefælde på areal.</th>
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<td><strong>Tilsagn er søgt hjem til dig, og du skal sørge for, at betingelserne overholdes.</strong></td>
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<td><strong>Du har tilgængen til areal.</strong></td>
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<td><strong>Regler for Krydsoverens-stemmelse og KO</strong></td>
<td><strong>Du har ansvaret for at KO krav overholdes både på dyr og areal.</strong></td>
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<td><strong>Regler for GLM (God landbrugs- og miljø-mæssig stand)</strong></td>
<td><strong>Ansvarlig: Dig.</strong></td>
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<td><strong>Dyr</strong></td>
<td><strong>Du ejer areal.</strong></td>
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Appendix 2. Grazing Agreement

(Original documents may be downloaded from smart-natura.dk under agreements and contracts)

Signed (owner/tenant farmer)
Name
Address
postal code and city
CVR no.:

Hereby leases to the co-undersigned (grazier)
Name
Address
postal code and city
CVR no.:

Grazing rights on a part of the property land register no. (all cadastral data)

location

§ 1
Scope of the agreement

The grazing agreement covers the rights and obligations to graze an area of the property's adjacent land of hectares, cf. attached sketch map, in accordance with conditions specified in § 4.

Graziers may not transfer the grazing rights to others.

§ 2
Agreement period

The grazing agreement applies from and lasts until at which time it ceases without further notice, however cf. § 5 on breach.

(if necessary)
If Owner/tenant farmer sells the area/ceases as tenant farmer, regardless of reason, the agreement may be terminated with months/days notice on the 1st day of a month.

(if necessary)
The agreement can be terminated from either parties' side with months/days notice on the 1st of a month.

§ 3
Remuneration

Either
Grazier annually pays DKK per animal for animals. In total, DKK which is due for payment every . No VAT is calculated for payment of the grazing agreement. (NOTE: If there are multiple graziers who have access to the land, VAT shall be added to the payment).

Or
The grazing rights are free of charge.

Or
Owner/tenant farmer annually pays DKK per animal for animals. In total, DKK , which is due for payment each . VAT is calculated for payment of the grazing agreement

Or
For the grazing rights, owner/tenant farmer/grazer annually pays a fixed amount of DKK, which is due for payment every . (NOTE! VAT conditions must be specifically clarified)

§ 4
Exercise of grazing rights
COMPLETE IF OWNER/LESSOR HAS OBLIGATION FOR TIGHT LOW PLANT COVER

Grazier is made aware that the Owner/tenant farmer has commitment conditions according to the grazing scheme with an obligation for tight low plant cover on the land. With the signing of the agreement, the grazier declares themselves willing to accommodate such changes in the grazing rights as are necessary for the Owner/Tenant farmer to meet their commitment conditions.

It is agreed that the owner/tenant farmer: (Non-applicable terms are deleted)

✓ Does/does not have the right to let other animals graze the area. (NOTE: +/- VAT, cf. § 3)
✓ Sets up and maintains the fences.
✓ Maintains drainage, drainage ditches, roads, crossings, windbreaks and plantations.
✓ Continually sets grazing level
✓ Directly collects environmental and agricultural subsidies.
✓ More conditions specified here

It is agreed that the grazier: (non-applicable terms are deleted)

✓ Can only use the land for grazing with Species
✓ Is entitled to put Number animals in the area, which number the Owner/Tenant farmer is entitled to change, cf. introduction on compliance with commitment conditions
✓ Must not conduct supplementary feeding in the area with the exception of mineral supplements and feeding of calves up to 6 months in calf hide (if allowed according to funding subsidy and the Danish Act on Nature Conservation, Section 3).
✓ If, in the grazier's opinion, supplementary feeding is necessary, the Owner/Tenant farmer must be contacted immediately. Supplementary feeding must only be initiated when the Owner/Tenant
farmer notifies the Grazier that the Danish AgriFish Agency has granted permission for this.

- Has full responsibility for the care of the animals, including feeding, supervision (including surveillance of fences) and irrigation.
- More conditions specified here

Since these are grazing rights, the grazier cannot hunt or conduct any type of soil preparation, fertilisation or weed control in the area.

Both parties acknowledge and note that the requirements which apply in relation to cross compliance apply to both livestock and land. Graziers indemnify and hold the owner/tenant farmer harmless for any financial loss the grazier may incur as a result of the grazier's breach of area-related cross compliance requirements. The same applies to breach of conditions or orders from the authorities.

§ 4  
Exercise of grazing rights
COMPLETE IF OWNER/LESSOR HAS OBLIGATION FOR FIXED GRAZING PRESSURE

Grazier is made aware that the Owner/Tenant farmer has commitment conditions for the grazing scheme with an obligation for fixed grazing pressure. With the signing of the agreement, the grazier declares themselves willing to accommodate such changes in the grazing rights and to undertake such obligations as are necessary for the Owner/Tenant farmer to meet their commitment conditions.

It is agreed that the owner/tenant farmer:  (Non-applicable terms are deleted)

- Does/does not have the right to let other animals graze the area. (NOTE: +/- VAT, cf. § 3)
- Sets up and maintains the fences.
- Maintains drainage, drainage ditches, roads, crossings, windbreaks and plantations.
- Continually sets grazing level
- Directly collects environmental and agricultural subsidies.
- More conditions specified here

It is agreed that the grazier:  (non-applicable terms are deleted)

- Can only use the land for grazing with Species
- Is entitled and obligated to constantly in June, July and August maintain a grazing pressure in the area of at least set number SK, which number the Owner/Tenant farmer is entitled to change, cf. introduction on compliance with commitment conditions. If there is a need to reduce grazing pressure during the three months, the owner/tenant farmer is contacted and will apply for dispensation to lower grazing pressure before the animals are moved.
- Must not conduct supplementary feeding in the area with the exception of mineral supplements and feeding of calves up to 6 months in calf hide (if allowed according to funding subsidy and the Danish Act on Nature Conservation, Section 3).
- If, in the grazier's opinion, supplementary feeding is necessary, the Owner/Tenant farmer must be contacted immediately. Supplementary feeding must only be initiated when the Owner/Tenant farmer notifies the Grazier that the Danish AgriFish Agency has granted permission for this.
- Has full responsibility for the care of the animals, including feeding, supervision (including surveillance of fences) and irrigation.
- More conditions specified here
Since these are grazing rights, the grazier cannot hunt or conduct any type of soil preparation, fertilisation or weed control in the area.

Both parties acknowledge and note that the requirements which apply in relation to cross compliance apply to both livestock and land. Graziers indemnify and hold the owner/tenant farmer harmless for any financial loss the grazier may incur as a result of the grazier's breach of area-related cross compliance requirements. The same applies to breach of conditions or orders from the authorities.

§ 5
Breach

Delinquency on payment
(deleted if grazing rights are free of charge)
If the grazier does not pay remuneration or other benefits under the contract on the due date, the owner/tenant farmer may terminate the contract if the grazier has not paid the arrears within three days after written notice has reached the grazier. Owner/tenant farmer's demand must be delivered after the last date of payment and shall expressly state that the contract will be terminated if the arrears are not paid by the deadline.

Other breach
If there is another material breach, either party may similarly terminate the lease if the breach is not brought to an end within 14 days after a demand for this has been received. If the other party does not accept the termination, they shall make an objection before the 14 days have expired. If the other party objects, the terminating party shall within 4 weeks from when the objection is presented refer the case to the district court if they want the termination upheld.

§ 6
Signatures

, date

place

Owner/tenant farmer

Grazier
Appendix 3. Leasehold Agreement

(Original documents may be downloaded from smart-natura.dk under agreements and contracts)

LEASEHOLD AGREEMENT
NATURAL AREAS

Undersigned (lessor)

CVR no./Property no.
hereby leases to the co-undersigned (tenant farmer)

CVR no./Property no.
part of the property land register no. (all cadastral data)

location

§ 1
Scope of the lease

The lease covers an area of the property's adjacent land of hectares based on the cadastral map (indicated with 2 decimal places), see attached sketch map.

§ 2
The lease period

The leasehold agreement applies from and lasts until

at which time it ceases without further notice.

§ 3
Remuneration

Tenancy payment for the land amounts to DKK per year
including/excluding VAT.
Tenancy payment is paid semi-annually in advance. Payment for the first half year occurs no later than _____ and then the tenancy payment is due for payment with half of the annual tenancy payment every 1 and on 1.

The tenancy payment is paid to the Lessor’s account in ____ bank:

§ 4

Use of the land

The tenant farmer’s use of the leased land must comply with the current statutory requirements and regulations.

The lessor is expressly aware of the restrictions imposed on the area in connection with this:

Upon termination of the lease, all installations (fences, pens, drinking facilities, etc.) shall be well maintained and functional.

The area shall at the termination of the lease comply with the relevant GAEC requirement(s).

§ 5

Support and funding subsidies

If the tenant farmer takes over support schemes from the lessor, the following sections are added and completed:

In connection with the lease, the lessee takes over all the lessor’s support schemes. This concerns the following schemes/commitments:

1. 
2. 

It is for the lessor to provide the administrative work associated with the transfer of the schemes, for example, submission of declaration of change in producer.

However, it is agreed that in accordance with the payment rights for the area, the tenant farmer shall report the temporary transfer of the rights to the Danish AgriFish Agency.

§ 6

Appendix
This contract is accompanied by the following documents:

Appendix 1: "Scratch" over the leased area
Appendix 2: .

§ 7
Signatures

, date

place

lesser tenant farmer
Appendix 4. Communal grazing

(Original documents may be downloaded from smart-natura.dk under agreements and contracts)

Communal grazing on several plots

Communal grazing of plots belonging to different owners raises the issue of how the cooperation is structured. Here are suggestions for several different solutions with descriptions of the advantages and disadvantages of them.

It is probable that several landowners will want to collect their areas in a large enclosure so that the areas can be grazed by a grazing association.

In terms of agricultural and environmental subsidies and funding subsidies for fencing, there are some challenges with joint fencing which one should be particularly aware of before applying.

Amongst other things, individual landowners only get funding subsidies for the fence if the fence goes around the applicant's lot or lots. This would allow several small enclosures in the area instead of one big one. It is precisely to get around this rule that several landowners form a kind of association to apply for funding subsidies for the fence.

Here it is important to take care with respect to the control of the land and keep in mind that only the one who has control of a grazing area can apply for funding subsidies for it. Because the Danish AgriFish Agency attaches great importance to setting up of fences in relation to control of an area, this can create problems when applying for agricultural and environmental subsidies. For example, if a grazing association applies for funding subsidies for setting up a fence, they will be viewed as having control of it and must therefore also apply for funding subsidies in accordance with the other schemes.

This challenge can be countered with several different models which are briefly outlined below.

Representation model

An individual landowner can, as a representative for the others, apply for funding subsidies for setting up the fence. This way the grazing association does not have control over the area, which is still with the individual landowner, who individually has access to applying for funding subsidies for it. It will be important that the representative does not apply as a member of the grazing association, but as an independent third person.

It is not necessary to obtain permission from the other landowners or have them grant power of attorney in advance, since the agency assumes that there is permission for the fencing. In this case the applicant themselves would be saddled with the problem if the fence could not be set up anyway.

The model creates some challenges in terms of managing grazing on the land, because individual landowners, by virtue of individual control, also have individual responsibility to live up to the area's commitment conditions. Should the animals for one reason or another refuse to graze on a given plot, this will be the specific landowner's problem.

This landowner will risk losing funding subsidies under the Basic Payment Scheme and any environmental subsidies which require grazing or another form of management. Here it would be expedient to agree in advance if a potential subsidy deduction is the individual's risk or whether there shall be a more cooperative "one for all" policy.

Association model

Another option is to create an association which leases the land from the respective landowners. The association will collectively receive any payment from the subsidies, which is then evenly distributed to the individual participants. This will also reduce any sanctions, since the percentage of the area deviation...
will be less. Conversely, it will mean that no one gets funding if area deviation exceeds 20% of the area determined.

The association will have control of the areas and can apply for both fencing and EU subsidies, while grazing rights continue to be leased to a grazing association. If there is an overlap between the landowners and grazing association, everyone can be included in one association to avoid working as multiple legal entities.

The Danish Agriculture Act is not an obstacle, as it allows the leasing of land without buildings when it comes to grazing and natural areas.

In terms of corporate legislation, the association is characterised by the members generally not being liable for the association's debts and there are no requirements for commercial operation. Therefore the association model is also suitable where there are few land owners and something of a hobby touch to the design.

**Business partnership model**

As an alternative to an association, a business partnership may be set up if there is an actual commercial operation.

As part of the business partnership model, there may be a landowner company whose purpose is to apply for agricultural subsidies, environmental subsidies and funding subsidies for fencing, as well as to lease grazing rights to grazing associations. However the landowners and grazing association may also join in an I/S so that there is only one legal entity.

However a condition for creating an I/S is that the purpose is to promote the participants' financial interests through business operations. It requires that it have some turnover and some profit-making ability.

As a corporate form, an I/S entails that there is a common unlimited joint and several liability for all debts and obligations. This means that participants in an I/S are liable, with all their assets, for the partnership's debts and other liabilities, such as fines and claims for damages. Total assets means the deposits made in the I/S, but also private assets, such as house, car, summer house and privately owned company.

In an I/S, the participants are jointly and severally liable participants, which means that creditors can choose to obtain all the money from the person or shareholders who can pay, if the I/S cannot. The paying shareholders are then obliged to seek reimbursement from those who could not pay, which in practice may prove difficult.

Thus it is not necessary to discuss whether any deductions in funding subsidies and repayment requirements are to be covered by the individual or not. The company pays the expenses to the extent that can be covered by the I/S' funds, though in practice it is the most solvent of the stakeholders who initially pay.

When forming the company, it may be appropriate to keep in mind that the partnership is a corporate collective model. In practice this means that if the group has set up a common company and it cannot be established based on the articles of association, registration conditions, etc., what type of company it is - it is an I/S.

**Capital company model**

Instead of an I/S, it is also possible to use a private limited company as the company form. With this, there is in principle no liability for the company's obligations, but in return, the opportunities for tax deductions if there is a deficit are also limited. In practice, the bank will always require guarantees from the shareholders, if loans need to be offered to the company. Therefore one can in fact rarely avoid personal liability.
The ApS requires an initial deposit of DKK 80,000 and is subject to different rules for the management structure, auditing, etc., which in principle can make it a little more expensive to run – especially for small companies.

From 1 January 2014 it will be possible to set up a so-called entrepreneurial company on the same terms as the ApS, with the difference that the initial deposit is DKK 1.

Summary

In choosing between the above models, it is important to have considered the need for formalisation of cooperation and hedging of risks against administration and bureaucracy. There is no reason to choose a more complicated corporate solution than necessary in order to manage the company.

The fewer participants and the less business activity – the more the representation model and the association form in their simplest possible forms make sense. If there are more participants and a greater degree business operation, maybe even losses in the start-up phase and a greater willingness for risk, the partnership can offer some tax benefits which can make this type of company attractive. If you want to hedge the risk by cooperating on a large scale, the limited liability company or the new entrepreneurial company may be an option.

Whatever the final choice of design, it is important that the contractual basis be in order and that the choice be made consciously from careful consideration of the options.
Appendix 5. Grazing association
(Original documents may be downloaded from smart-natura.dk under agreements and contracts)

ARTICLES OF ASSOCIATION
for
The grazing association
as adopted on

Section 1. Name, purpose and headquarters
The association's name is
and headquarters
The association's/President's address is
The association has the website www. .com
The association has the purpose of:

- conducting nature conservation of suitable areas
- producing meat on a sustainable and ethical basis
- disseminating knowledge of the nature conservation and local cultural history
  - to
  
  e.g. by (activities are listed, for example).
Section 2. Member conditions

Paragraph 1. Admission
A distinction is made between active members who purchase meat and passive members who do not.

Anyone wishing to become a member, including businesses and institutions. However, you cannot admit more active members than those who are expected to be able to deliver meat in a given season.

As passive support members (without voting rights), anyone can be admitted who wants to support the association and participate in its activities without receiving meat.

As passive support members, members may also be admitted who want active membership, but cannot get it due to lack of animals in the given season. Passive support members can join the waiting list to become active members. Members move up the list by seniority.

Membership occurs by writing to indicating the phone number, mailing address and valid e-mail address. The member undertakes to keep the association's information about e-mail addresses up to date. When joining, a proportionate fee is paid for the remaining part of the financial year in which enrolment takes place.

Admission may be refused when there are special reasons for this and 2/3 of the board's members vote to reject enrolment. However, the refusal must, if the applicant wishes, be retried at the next Annual General Meeting. A resigned or excluded member can only be resumed if any older debts to the association are paid. Members who are excluded by the Annual General Meeting because of non-fulfillment of the general member commitments can be readmitted only with the consent of the Annual General Meeting, adopted by a 2/3 majority of the attendees at this.

Paragraph 2. Deposit
Upon joining or activation membership, active members receive meat from 1/4 or 1/8 of the animals and pay a deposit accordingly.

1/4 of the animals calculated in relation to the deposit of DKK

1/8 of the animals calculated in relation to the deposit of DKK

Change in desired amount of meat, with effect next season, must be notified in writing to the Board before in a given year. The deposit is amended accordingly.

The deposit can be transferred to others with the Board's acceptance and is returned upon leaving the association at the end of season.

Paragraph 3. Resignation and exclusion
Resignation takes place in writing with notice to (who) no later than 3 months before the end of the year.

The Board may decide to exclude a member who does not meet the membership requirements, including participation in maintenance and supervision, payment for supply of meat, non-payment of deposit, etc. or who acts to the detriment of the association. The decision can be appealed to the Annual General Meeting, with a 2/3 majority of the attendees making the final decision. Members who (despite demands) do not pay membership fees are excluded without further notice from the end of the year. Exclusion or deletion due to fee arrears does not exempt from the fee obligation for the financial year in which exclusion occurs.

Paragraph 4. The fees
The fee, which is the same for active and passive members, is fixed for each financial year, see § 5, by the Annual General Meeting and paid to the association no later than

Paragraph 5. Member rights and obligations
The members are obligated to comply with the association's laws and entitled to live up to its intended purpose and are eligible to receive meat in accordance with their paid deposit.

All members must be included in a tending and surveillance scheme established by the Board.

Paragraph 6. Season
A grazing season runs from (date) until the slaughter of animals has taken place.

Section 3. Board of Directors:

Paragraph 1. Duties and elections
The association's daily management is handled by a board of five members elected by the Annual General Meeting for one year at a time. Reelection may occur. Ejecting a board member prematurely is done through a supplementary election only at the next Annual General Meeting, unless the Board would become less than 3 members, in which case the Board is entitled to supplement itself. The Board immediately elects after the Annual General Meeting its own Chair, Vice Chair, Secretary and Treasurer.

The Board handles the association's interests externally and internally.

Paragraph 2. The Board's work
The Board shall adopt its rules of procedure. Board meetings are held when the chairman finds it necessary, or at least 3 board members demand it. Notice shall be given in writing stating the agenda.

At the Board meetings, resolution minutes are made which are signed by the Chair or Vice Chair and the rapporteur.
The Board shall decide by simple majority, but is only a quorum when four members are present. In a tie vote, the chairman or the acting chairman casts the deciding vote. No voting by proxy.

Section 4. Annual General Meeting

Paragraph 1. The association's highest authority is the Annual General Meeting.

Paragraph 2. Time and notice
The Annual General Meeting is held once a year in the period 1/1 - 30/4. Extraordinary general meetings may be called by the board as needed and must be convened when at least 1/3 of the members submit a written request for this, stating the reason. In the latter case, the general meeting shall be held within six weeks from receipt of these requests.

An announcement stating the agenda will take place with three weeks notice by e-mail to individual members and posting on the association's website. The notice to the Annual General Meeting must also follow the association's financial statements.

Paragraph 3. Eligible for the meeting
Eligible for the meeting at the Annual General Meeting are all members with valid membership documenting their access authorization.

Paragraph 4. Voting rights
All members at the Annual General Meeting have voting rights. (possibly all active members).

Paragraph 5. Implementation
The negotiations at the Annual General Meeting are led by a chairman elected by the Assembly, who does not have to be a member of the board.

At the Annual General Meeting, the Board shall report on the association's activities. The accounts for the past financial year are also presented for approval and the Board of Directors and 2 auditors are elected.

Proposals from members to be put to a vote outside the published agenda must be submitted in writing to the Board no later than 14 days before the Annual General Meeting and sent by the Board of Directors to members 7 days before the same. There can only be decisions on matters on the agenda or which have been received as indicated, unless all voting members are present and agree.

Annual General Meeting decisions are made by simple majority unless otherwise provided by these articles of association. Each member has one vote. Votes must be in writing, if only one of the members present wishes it. Voting by proxy can occur, although power of attorney can only be given to another member, and each promoted Board Member can only bring one proxy.
Section 5. Accounting and capital

The association's accounting and fee year follows the calendar year.

The accounts must be audited by two auditors before the Annual General Meeting, of whom at least one shall be chosen from amongst members outside the Board.

Auditors elected by the Annual General Meeting can at any time request to look at the association's accounting documents and cash balances and shall make the Board of Directors aware of any irregularities in this regard.

The treasurer collects the association's revenues and pays accounts approved by the Board of Directors. He or she makes a cash book of all revenue and expenses in a form where the association's current financial position can always be ascertained, and prepares the association's financial statements.

If the association's assets go beyond what is necessary for the payment of current expenditures, then, unless the Annual General Meeting decides otherwise, they shall follow the guidelines which apply to the placement of the unmanaged funds.

Section 6. Obligation and liability

The association is obligated by the signatures of the President and a Board Member. When selling and mortgaging real estate, however, the association is obligated by the entire Board. The Treasurer represents the association digitally via NEM-ID, but is only authorised to act in relation to this after approval from the President and a Board Member.

No personal liability for association's obligations are incumbent on the association's members.

Section 7. Amendments

Amendments to the present articles of association, including mergers with other associations, are subject to adoption at an Annual General Meeting with 2/3 of the votes cast.

Section 8. Dissolution

The dissolution of the association is subject to adoption at an Annual General Meeting with a 2/3 majority of all its members. If this majority is not achieved, the Board of Directors is entitled to convene a new General Meeting, at which the dissolution can be adopted with 2/3 majority of the members present.

Upon dissolution of the association, the association's capital shall be disposed of as follows: The association's assets are realised and used along with the association's assets to cover its liabilities. Remaining assets are distributed equally between the members.
Appendix 6. Fact sheet on leasehold agreements and grazing agreements

(Original documents may be downloaded from smart-natura.dk under agreements and contracts)

By: Rasmus Klim Christensen, VFL, 1 May 2013

Before applying for EU subsidies for agricultural and natural areas, it is important to be sure who has control of the area. In the case of leasehold agreements, it is the tenant farmer who can apply for EU subsidies, while in grazing agreements it is the owner.

EU subsidies for agriculture and natural areas are paid to the person who has control of the area and meets the conditions for receiving the funding. Therefore you must be able to prove that you are the party who has control, e.g. if applying for Basic Payment subsidies, organic farming subsidies, environmental subsidy schemes, etc. If you can not demonstrate your control over the area, it can lead to repayment requirements and at worst, sanctions.

Therefore it is important that the basis for the agreement is strict, and that it is quite clear who has control. There are examples where two candidates have applied for subsidies for the same area - both in the belief that they had control based on the same agreement.

A rigorous agreement is in the choice of words. The term "leasehold agreement" covers agreements which give the tenant farmer control of land while grazing agreements ensure that it is the owner who continues to control the area. In the case of leasehold agreements, it is the tenant farmer who can apply for EU subsidies, while in grazing agreements it is the owner.

Characteristics of leasehold agreements
- Typically run for several years
- To be paid per hectare
- Provides tenant farmer access to operate the area
- Provides tenant farmer access to fertilize the land (if allowed)
- Tenant farmer decides which animals may go in the area
- May include the transfer of environmental commitments or gives tenant farmers access to apply for such
- Allows tenant farmers to apply for subsidies
- Imposes all responsibility on tenant farmers for operation of the area – including fences and installations

Characteristics of grazing agreements
- Typically run one season at a time, but multi-year agreements can be made
- To be paid per animal
- Owners may have agreements with several graziers
- Graziers do not have the right to conduct other operations on the land
- Payment rights and environmental commitments are not included
- Owner maintains the area, fence and any installations
Examples of inappropriate formulations:

**Leasehold agreements**

In a leasehold agreement, these formulations may be unsuccessful, because they indicate that the owner still has control:

"The Operating Agreement has the purpose of ensuring an even grazing, good nature management and good experiences for residents and visitors to the area."

In addition indicating the owner's control, the formulation can cast doubt on the land's eligibility as an agricultural area, because the use approaches recreational use. Recreational areas are not eligible for agricultural subsidies. In addition the introduction of a completely new type of agreement - the operating agreement - is more confusing than beneficial in a mix with the title "leasehold contract."

"Owner retains full authority over the areas and thus determines grazing levels."

With full authority comes full disposal, which is why this cannot fall to tenant farmers, who then cannot get subsidies.

"The area may be used for grazing sheep/horses/cattle."

This provision puts critical restrictions on use of the land and therefore speaks against the tenant farmer's control.

The tenant farmer must comply with general legal practice in the leased areas.

**Grazing agreement**

In a grazing agreement, these formulations are inappropriate:

"The rent is set at DKK 0 per hectare."

The term "rent" is moving towards the direction of a lease and billing per hectare flips the financial risk for the operation over to the grazier (even though it is DKK 0).

"Maintenance of drainage and drainage pipes, ditches, roads, crossings, windbreaks and plantations may only be done in agreement with the owner."

The wording expresses indirectly that the maintenance obligation is the grazier's. This suggests that it is the grazier who has control over the area, which is not true in a grazing agreement.

"It is for the tenant to supervise - and repair the necessary enclosures. Major repairs or modifications are agreed with the owner."

The formulation attaches to the grazier the obligation to oversee and maintain the fence. This indicates a leasehold agreement. Moreover, it is not clear what applies as major repairs or modifications, but it could be interpreted as if it is the grazier's obligation. And it is not successful in relation to a grazing agreement.
The final decision
It is the Danish AgriFish Agency which ultimately decides whether a contract is a leasehold agreement or a grazing agreement. They do this based on an overall assessment of the agreement, where they consider a number of points. In this way, an agreement may contain terms which speak in both directions, but where the emphasis must be considered to be one form of agreement or the other. Therefore it is important to make contracts which are very clearly formulated and it is recommended to use a template for the agreement. Especially in cases where you want some conditions which pull in the opposite direction from the specific type of contract, it will be essential that the rest is one-way and clear. It is always a possibility to get SEGES’ legal department to look over the contract for a fee, and in some specific cases the Danish AgriFish Agency will also express an opinion.

More information
Contact: Tone Maj Pedersen, tpe@seges.dk
Land Adviser Heidi Buur Holbeck, hbh@vfl.dk
Template for grazing agreement on SMART Natura’s website
Appendix 7.A. Nature plan
### Appendix 7.B. Nature plan

**Pleje af græs- og naturarealer, afgræsning - udløber aug. 2017**

**Afgreasing**

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**Pleje af græs- og naturarealer, afgræsning - udløber aug. 2019**

**Afgreasing**

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**Pleje af græs- og naturarealer, slæt - udløber aug. 2019**

**Afgræsning**

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**Ændret afvanding - udløber aug. 2024**

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Appendix 7.C. Nature plan
Appendix 8. Formal Operating Agreement

Operating Agreement

This agreement concerns the obligations related to the preparations for grazing of the concerned areas. The agreement has the purpose of contributing to the realisation of the Natura 2000 plan and to improving and protecting habitats and species.

1. Parties to the agreement

<table>
<thead>
<tr>
<th>Landowner</th>
<th>Project owner / XX.. Municipality</th>
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<tr>
<td>Name:</td>
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</tr>
<tr>
<td>Address:</td>
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<td>Postal code:</td>
<td>Postal code:</td>
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<td>Phone:</td>
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1. Agreement period
The agreement is valid from date to date, after which the agreement expires without notice.

2. Agreement scope
The agreement covers land register no..., which comprises ___ acres.

3. The landowner’s obligations
At all times, the current owner is obligated to:

- Ensure that fences and other installations are maintained and functional during the agreement period.
- Ensures that pens, power outlets, etc., are only used in the areas covered by this agreement. The elements must be found in these areas during the agreement period. Alternatively, they may be stored in or adjacent to the landowner’s machine housing or the like.
- Maintain the clearing and thus comply with the clearing obligation as per the operating law, which means that the growth of trees and shrubs should not be more than five years old.
- Operate the areas as agreed in accordance with the adopted maintenance plan for the area.
- Ensures that the Danish AgriFish Agency as an authority has access to areas in connection with inspection of the commitment obligations.
- Any other obligations, see commitment in question

4. The Project Owner’s obligations
XX... Municipality:
- Takes care of obligations and rights as holder of the commitment from the Danish AgriFish Agency on the funding subsidies for the Natura 2000 project on clearing of overgrown areas and on preparations for grazing, record no.: …, including holding expenses for creation of fences, Operating Agreement, brief appendix and receipt of funding subsidies for paying expenses. Exceptions from this are commitment conditions concerning maintenance of the land as described in point 4.
- The investments described in the project such as: fence, pens, drinking water or electrical supply are transferred free of charge to the landowners.
- Any other obligations, see commitment in question

5. Breach of agreement
If the agreement is breached and XX.. The municipality as a result of this enforces repayment requirements of project funding for the Danish AgriFish Agency, the landowner shall repay the amount in question to the Project Owner for coverage of this.

6. Appendix
The following appendices are part of this agreement:
- Commitments for funding subsidies for Natura 2000 project on clearing of overgrown areas and on preparations for grazing, record no.: …
- Brief appendix
- Maintenance plan

7. Acceptance of agreement
The undersigned hereby declares that they agree with the agreement.

Landowner:  Project Owner

Date:  Signature:  Date:  Signature:
Contact

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Biologist
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Senior Adviser
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E rdl@khl.dk

The project is a joint venture between Vejle Municipality and SEGES. The project will run until mid-2015 and is funded by the EU LIFE programme.